

1. GENERAL

These “General Conditions of Purchase” aim to define the provisions of article 1,255 of the Civil Code the terms and conditions that will govern the placing and processing of orders between Zumex Group S.A. (hereafter, “Zumex”) and the companies and individuals from which it orders installations, products or services (hereafter, the “Supplier”).

These General Conditions of Purchase will be supplemented by the purchase orders issued by Zumex, which may contain express specialisations or exceptions to the provisions in these General Conditions of Purchase and, in which case, they will prevail over them. As a result, the terms and conditions stated in the offer and other documents from the Supplier which are in contradiction to these General Conditions of Purchase are excluded and invalid, unless they have been expressly confirmed by Zumex in writing on the purchase order.

The withdrawal by Zumex of all or any of the clauses in these General Conditions of Purchase will only be understood to have occurred when this wish is expressly stated in writing, not considering as such the non-exercising of any of the rights conferred to Zumex by these conditions.

In the event of non-compliance by the Supplier of the terms and conditions of this document and/or the purchase order, Zumex reserves the right to cancel the order, without prejudice to any other action it deems appropriate in defence of its interests.

2. ACCEPTANCE OF THE PURCHASE ORDER

The Supplier, prior to the supply or manufacture of items ordered, must accept the purchase order by sending a signed copy to Zumex’s Purchasing Department within 24 hours, thereby certifying its full approval of the purchase order, it will do so always respecting these General Conditions of Purchase, that it recognises in its possession.

However, starting to supply or manufacture items from the purchase order without complying with this requirement means that the Supplier accepts, unreservedly, both the purchase order and the General Conditions of Purchase, without prejudice to Zumex’s right to cancel the purchase order not expressly accepted within the time period.

3. DELIVERIES WITHOUT THE REQUISITE PURCHASE ORDER

Zumex will not, under any circumstances, bear the costs caused by deliveries and/or services carried out by the Supplier without being in possession of the corresponding purchase order.

4. OBLIGATIONS

With the acceptance of the purchase order and the start of the work, the Supplier undertakes to comply and ensure other’s comply with all applicable regulations, as well as Zumex’s internal regulations and those of the facilities of the final customer where, if applicable, the work will be carried out. The Supplier also accepts, by Zumex’s request, it will provide proof of compliance of these obligations or allow an inspection.

Subcontracting to third parties, whether in full or in part, to manufacture the products or carry out the services outlined in the purchase order, is not permitted without the express written authorisation of Zumex. In the cases in which Zumex authorises subcontracting to third parties, the Supplier agrees to the strict compliance by the subcontracted party of these General Conditions of Purchase, as well as the specifics of the purchase order, the Supplier assuming full responsibility for possible breaches by the subcontracted party and expressly exonerating Zumex from any harmful impact for them, including work related consequences, arising from the aforementioned subcontracting.

The supplier is obligated to insure the goods, sufficiently, during the validity of the purchase order:

- A) The damage or losses that the supplies which are the object of the contract may suffer during their handling, loading or transport until their delivery to Zumex.
- B) Public liability for the damage and harm that may be caused by the supplier, its staff or by subcontracted third parties, to people or goods belonging to Zumex or its end customer.

The Supplier will be obligated to pay for all of the taxes, fees and special contributions established by the laws applicable to the contracted supplies, except for VAT, which will be itemised on the invoice.

5. PRICE

The price of the goods, facilities or services which are the object of the contract will be expressed in the purchase order, previously agreed with the supplier’s offer.

The quoted price will always be understood as final, fixed and closed, no increase will be accepted during the life of the project, except for an increase in the raw materials on the market, which is greater than 10% and which is justified through written notification from the supplier of the Raw Material. Whenever there is a variation in price, acceptance will be made by Zumex through modification or issuing a new purchase order.

All taxes placed on the goods or services, transport costs and travel costs for staff or material will be understood to be always included in the price.

6. DELIVERY

The products, equipment or facilities provided by the Supplier will be delivered free of charge, in the place and on the date stated on the purchase order.

Non-compliance with the delivery times will result in a penalty of €150 being charged for administrative costs for each delivery which takes place outside of the delivery period agreed in the supplier's delivery conditions. From this moment, the supplier will be charged the equivalent of 2% for each week of delay up to a maximum of 10% of the total of the purchase order. Zumex also reserves the right to cancel the purchase order, being able to demand compensation for the damages and harm caused and without prejudice to any other action it deems appropriate to exercise in defence of its rights. Without prejudice to the foregoing, the supplier must inform Zumex of any delay it anticipates for the delivery of the goods, the absence of fair notification being a cause for the cancellation of the contract if Zumex decides to exercise this. In all cases, for the duration of the delay, Zumex shall be entitled to obtain the goods or services from a different supplier, without this fact being considered as a breach of the contract with the Supplier. The goods, equipment or installation will be accompanied by the original documentation necessary to guarantee its correct use, such as technical manuals, certification, lists of spare parts or any other document, plan or outline. If necessary, the Supplier will attach supplementary instructions translated into Spanish for the setup, working or maintenance of the machinery, or use of the services. It is assumed, unless an express statement is made on the purchase order, that the setup of technical equipment will be carried out by the Supplier and at its expense.

7. PACKAGING

All of the goods supplied by the Supplier will be packaged, marked and shipped with due diligence so that the goods arrive at their destination in optimum conditions and, specifically, subject to the conditions stipulated by Zumex or by the transporter in each order. These packaging conditions will be agreed with Zumex's department of quality and engineering.

The Supplier will bear the costs and risk of any damages caused by inadequate packaging.

In the event that the packaging contains dangerous products, pieces or machinery or those with special handling requirements, the Supplier must expressly state this, Zumex will not be responsible for the damage caused due to the lack or inaccuracy of the mentioned warnings.

8. DELIVERY NOTES

Delivery notes of the goods will be issued by the Supplier, and they must include, as a minimum, the following points:

- Zumex purchase order number.
- Code, description, type of material or service
- Quantity supplied
- Date of delivery.

The delivery note will not be valid without the signature of the person authorised by Zumex.

The signature on the delivery note does not constitute agreement with the quantity or quality, until the material or service is subjected to the appropriate inspections and counting. Non-acceptance of the delivery or service will result in the return and/or rejection, the supplier bearing the costs that arise.

Zumex may bring to light on the delivery note the deficiencies presented by the goods or their packaging at the time of their receipt, without the absence such a reference meaning the relinquishing of any of the subsequent rights to compensation.

9. INVOICING

The Supplier will issue invoices in duplicate, indicating the following information in them:

- Purchase order number.
- Full identification of the Supplier.
- Delivery note number and/or service forms signed by an authorised responsible person.
- Quantity, Description, Price and Discount applied, with VAT itemised.
- Due date.
- Payment method, with complete bank details in the event of Bank Transfer.

Invoices may not be processed and, consequently, they will be rejected in the following situations:

- a) If the information requested above is not included on the invoice.
- b) If the invoice is not accompanied by the corresponding delivery note and/or service form.
- c) If the invoice encompasses two or more purchase orders.
- d) If the invoice includes items that are not shown on the order, either together or as separate items.

Incorrect invoices will be returned by Zumex to the Supplier for their rectification, being re-issued by the Supplier once the error has been corrected and without Zumex being considered during this aforementioned rectification as being in arrears.

Invoices will be issued in the name of:

Zumex Group, S.A.

ZUMEX GROUP S.A.

A46271326.

Polígono Industrial Moncada III
C/ del Molí, 2
46113 Moncada (Valencia)

10. PAYMENT CONDITIONS

Unless agreed otherwise in the conditions of the purchase order, the verified invoices will be processed so that they are paid 60 days from the date of compliance and with the due date on the 15th and 25th of each month. Unless expressly stated, the payment will be carried out by confirming or transfer.

Invoices with a due date after the 15th day of the month will be automatically processed for the 15th day of the following month. If the Supplier's invoice is received at Zumex with a delay of more than 10 days from the date of issue, the payment, once verified, will be postponed until the next corresponding due date.

11. WARRANTIES, CLAIMS AND COMPENSATION

The Supplier from whom a machine, installation or any other element, part or piece of it is ordered, will be obliged to carry out all of the calculations and studies necessary to ensure the correction of the parameters that it will use in its design and manufacture, which exclusively correspond to the supplier. In the event that Zumex provides calculations, plans, instructions or any other elements of design to the supplier, it will be understood under all circumstances that these are of an informative nature and they must be checked, verified, completed, and if applicable, modified by the suppliers technician's before being built. If the machine, installation or any of the elements, parts or pieces of it, ordered from the supplier, need to be integrated in a system or installation, it will be the supplier's responsibility to check the interaction with the rest of the installation, and consider this aspect when it comes to designing or executing the design of a machine or installation, collecting as much technical information as it requires to do so. The supplier must, once the machine or installation is complete, install it and check it works correctly and that it fully meets the purpose for which it was designed, by itself and as part of the installation in which it will be placed, if applicable. Zumex will not be accountable by any means for flaws in the design of the machine, installation or its elements, nor will it have the duty to supervise them before or after their installation. Zumex has the right to claim or recover against the supplier for the damages that, due to the poor design, may be caused both to Zumex and its end client in whose installations the machines, installation or piece designed and manufactured by the supplier will be placed.

The Supplier guarantees that the goods and services supplied to Zumex meet the quality standards usually used in the sector, as well as those that Zumex has specifically required, if applicable.

Furthermore, the Supplier guarantees that the delivered goods or service provided have been produced and executed respectively subject to the specific ISO quality standards, where appropriate, Zumex having the authority to request from the Supplier the proof it deems appropriate in such circumstances.

Equally, the Supplier guarantees that the goods can be used for the purpose for which they were supplied in conditions of safety for people and things and that there is no type of charge or tax, explicit or implicit, on it, including charges for workers' salaries and their corresponding social contributions paid to those involved in manufacturing the product or supplying the service, whether they are the suppliers own staff or from any company subcontracted that may have participated in the manufacturing of the materials of provision of the service.

Non-compliance of the goods or services with the conditions or characteristics requested will give Zumex the right to cancel the purchase order fully or partially, being able to demand the corresponding compensation from the Supplier for the damage and harm caused and without prejudice to any other action it deems appropriate to exercise in defence of its interests.

The Supplier grants Zumex, for all of the materials and/or services, a warranty of 24 months from the entry into service and/or final acceptance by Zumex without prejudice to the time periods established in current legislation for possible hidden defects or construction defects or of the guarantee offered by the Supplier or manufacturer, if any of these warranties were higher than the indicated one. Therefore, the parties will not be governed by the provisions of article 1,490 of the Civil Code and 342 of the Code of Commerce, whose application is explicitly excluded.

At the request of Zumex and without charge, the Supplier must repair or replace any element that shows material and/or construction defects, as well as to resolve the problems of those services that show design defects or poor working, compensating Zumex for the damages caused. A fee of €150 will be charged for administration costs. If the material repeatedly reaches Zumex without meeting the quality standards agreed, the Supplier will be invoiced for the hours invested in the selection of the pieces or raw material and any action arising from the lack of quality.

The warranty will be required to cover all of the items, such as labour, travel, food, materials or any other necessary expenses until the detected defects are remedied and working correctly, the Supplier will use all of the means within its reach to ensure this.

To be able to exercise the warranty, Zumex will inform the Supplier of the differences observed as soon as it is aware of them, the Supplier being obligated to attend the premises where the goods are situated to proceed with the repair, transport and/or replacement at its own cost.

Zumex Group, S.A.

Polígono Ind. Moncada III · C/ Molí, 2 46113 Moncada, Valencia, SPAIN · Tel. +34 961 301 251 Fax. +34 961 301 255 · www.zumex.com

If the Supplier does not carry out the necessary rectifications or modifications, Zumex may carry them out directly at the cost of the Supplier, without prejudice to any other right or action that it may have against the Supplier in relation to the defects subject to being remedied. In the event that Zumex proceeds directly to carrying out the modifications, the Supplier will bear the costs that Zumex has incurred for this reason. To this effect, Zumex may issue the corresponding invoice or reduce the resulting amount of any pending payment to the Supplier.

The Supplier is obligated to indemnify Zumex for the damages, harm and penalties that third parties may claim from it and that they have as a single cause or jointly with other defective factors in the working or insufficiency or errors in the documentation of the machinery or product supplied by the Supplier or any other cause attributable to it. This obligation of indemnity will also include the costs and payments that Zumex must pay in this respect, including the costs of a lawyer, legal representative and, where appropriate, taxes and procedural costs that it must face to such effect.

The supplier will send Zumex a certification of compliance with Regulation (EC) 1907/2006 of the European Parliament concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), which states that the products or components that they supply to us are free of the substances mentioned in Annex 17 of the aforementioned Regulation and therefore comply with this, or stating if the content corresponds to substances included in the aforementioned annex. All of the materials that are supplied to Zumex must comply and be certified according to "Directive 2011/65/EU of the European Parliament" on the restriction of the use of hazardous substances (R.O.H.S).

The Supplier agrees to bear all of the costs arising from the situation of defective products. The supplier also agrees to cover the damage suffered by goods that are manufactured through joining, mixing or integrating products.

12. DATA PROTECTION

Zumex declares that the personal information disclosed by the supplier is confidential and is protected under the data protection regulations, Regulation (EU)2016/679 of the European Parliament and of the Council of 27th April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereafter GDPR.

Furthermore, in view of the provisions of the aforementioned regulation, Zumex, being responsible for the Handling of data that you have supplied or will supply in the future as part of the administrative/commercial relationship, will handle the data in an automated manner and in different formats, for the purpose of enabling and developing the commercial relationship and the activities of the commercial department. The information is processed based on the contractual relationship maintained with the company and, as applicable, on the consent of the use of specific information, according to the purposes stated here. By signing this document you declare that you have been informed of the possibility of your information being disclosed to the competent Public Administrations, Tax Agency, as well as banking entities. The information provided will be retained for the duration of the administrative/commercial relationship between the supplier and the company, plus the preservation period established in the specific legislation, fulfilling its relevance in relation to taxation and/or commercial matters. As the owner of your information, you will be able to exercise your rights of Access, Rectification, Cancellation, Portability, Deletion or, if applicable, Opposition. To exercise your rights you should send a letter to the following address compras@zumex.com specifying which of the rights you are requesting to be satisfied and, also, you should accompany this with a photocopy of your DNI (National ID card) or equivalent identification document. In the event of acting through a legal or voluntary representative, you should also provide a document proving the representation and an identifying document for them. In the event that you consider your right to the protection of your personal information has been breached, you can file a complaint with the Spanish Data Protection Agency (www.agpd.es)

13. INDUSTRIAL AND INTELLECTUAL PROPERTY

The Supplier assumes the responsibility and guarantees that its manufacturing process and goods do not infringe patents or industrial property rights belonging to Zumex or third parties, consequently it is understood that, unless expressly agreed otherwise, together with the goods or service delivered to Zumex, it also supplies the licensing rights and royalties necessary to enjoy the full ownership of them.

The Supplier is obligated to pay the licenses or royalties that are necessary in order to comply with this obligation and will also assume the defence, absolving Zumex of all harm, against any claim or complaint that a third party may file against Zumex, its workers or management, for infringing regulations regarding intellectual or industrial property.

The Supplier is bound to help Zumex or a third party who may be harmed by the aforementioned judgements about intellectual or industrial property rights, actively acting in defence of their interests.

The Supplier must implicitly transfer, along with the goods or service, and free of charge, all of the intellectual property rights that correspond to it regarding the projects, plans and other documentation delivered to Zumex, who can, from the time of receipt, reproduce or make any other use of them that it deems appropriate.

The Supplier may not use or publish the brands or any other industrial or intellectual property right, or internet domains, of Zumex without express consent.

14. CONFIDENTIALITY

Zumex Group, S.A.

Polígono Ind. Moncada III · C/ Molí, 2 46113 Moncada, Valencia, SPAIN · Tel. +34 961 301 251 Fax. +34 961 301 255 · www.zumex.com

Any information exchanged between the Supplier and Zumex related to the purchase order or Zumex will be treated as confidential, even if the parties do not describe it as such. The same treatment of confidentiality will apply to the information related to subcontracted parties of any type who have directly or indirectly participated in the action which is the subject of the purchase order.

The Supplier expressly agrees to maintain confidentiality of all of the information it knows regarding the goods or services provided to Zumex, not being permitted to disclose to third parties, either during the validity of the contract or at a time subsequent to its expiry, any type of plans, designs, models, templates or other documentation or model that is the subject of an order or quote, even if this is not successfully completed.

The Supplier also agrees to use the information provided by Zumex exclusively to fulfil its orders or to proceed with the supply of the goods or provision of the services ordered, the use of material that has been delivered by Zumex or used to manufacture its products being absolutely prohibited from being used in any other sales, supply or service provision projects for a third party.

Once the contractual relationship has been terminated for any reason, the Supplier agrees to return to Zumex the documentation it has received as part of the purchase order.

15. CANCELLATION OF THE PURCHASE ORDER

Zumex may temporarily suspend and/or cancel, in full or in part, the purchase order without any cost to it if:

- A) The Supplier has to have a general liquidation of assets or general transfer of assets for the benefit of its creditors.
- b) The Supplier breaches any of the basic provisions of the purchase order or any of the obligations established in these General Conditions of Purchase.
- C) The Supplier breaches any of its obligations related to a previous purchase order.

In all cases, Zumex will maintain its rights over the annulled party and may claim suitable damages.

The Supplier must hand over to Zumex, after the finalisation of the contract for any reason, all documentation it possesses relating to the order, being obligated to commit to the confidentiality undertaken.

16. JURISDICTION

The parties involved, freely and voluntarily, agree that all disputes, discrepancies, issues or complaints resulting from the execution, compliance, or interpretation of, or relating to, this contract, directly or indirectly, will be definitively resolved through arbitration managed by the Court of Arbitration of Valencia, to which the administration of the arbitration and the designation of a single arbitrator is entrusted, in accordance with its Regulations and Statutes.

Equally, the signatories, expressly agree to comply with the terms of the Arbitration Award issued.

I have read and Agree
Signature and Stamp

Date

CIF (Tax ID number):

Supplier: