

# General Purchasing Conditions

## GORLAN Group

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<b>Prepared by:</b>	<b>Approved by:</b>
<b>Chief HSEQ Officer</b>	<b>CEO</b>

## Clause 1: Definitions

The following definitions shall apply to these terms and conditions:

1. **Contract:** the general terms and conditions contained in this document, together with any additional or different terms set out in the final purchase order issued in writing by the Buyer.
2. **Buyer:** the party that issues the purchase order to the Seller for the acquisition of Goods, regardless of whether or not the Buyer is the end user of such Goods. The Buyer shall be [\*] or any of its subsidiaries and affiliated companies, with the corresponding company and its identifying information being specified in the purchase order.
3. **Goods:** all products, equipment, parts and accessories sold by the Seller to the Buyer.
4. **Seller:** the entity that sells or supplies the Goods as set out in the purchase order or invoice for the Goods, including its subsidiaries and affiliated companies.

## Clause 2: General Provisions

The general terms and conditions contained in this document, together with any additional or different terms set out in the final purchase order issued in writing by the Buyer, constitute the entire agreement (the “Contract”) between the parties with respect to the purchase that is the subject matter hereof.

## Clause 3: Acceptance by the Seller

The Seller’s acceptance of the purchase order shall constitute the Seller’s acceptance of these General Terms and Conditions of Purchase (or “these General Terms and Conditions”), which may not be amended except by means of a written document signed by the Buyer.

## Clause 4: Issuance of Purchase Orders

- 4.1 Written Purchase Orders issued by the Buyer are required for all purchases. Any written Purchase Order issued by the Buyer constitutes an offer to purchase the Goods requested from the Seller. A purchase order shall not be a binding contract until the Seller has issued an acceptance of the order. All orders accepted by the Seller shall be placed in accordance with a valid (by date) Purchase Order issued in writing by the Buyer—unless otherwise agreed—and the acceptance shall include a reference number or date of the Purchase Order (issued by the Buyer).
- 4.2 Each written Purchase Order issued by the Buyer shall indicate the specific Goods, their quantity, price, quality, shipping instructions, requested delivery dates and any other special instructions.

## Clause 5: Acceptance of the Purchase Order by the Seller

- 5.1 All written Purchase Orders issued by the Buyer are subject to acceptance by the Seller.
- 5.2 The Seller must return to the Buyer the issued Purchase Orders confirming the price and the required delivery lead time, as well as acceptance of the general terms and conditions of purchase.

5.3 The Buyer reserves the right to cancel the Purchase Orders at any time if it has not received acceptance pursuant to Clause 5.2 within a period of fourteen (14) calendar days.

#### **Clause 6: Price and Payment Terms**

6.1 The price and payment terms are set out in the written Purchase Order.

6.2 All of the Seller's prices shall be expressed in EUR, and the Goods shall be purchased in the same currency.

6.3 The price of the Seller's Goods shall be set excluding VAT, and the price quoted by the Seller shall include all costs for the proper performance and delivery of the Goods, including, by way of example and without limitation, transport costs, packaging costs, the corresponding insurance, customs, duties, taxes, etc.

6.4 The price quoted by the Seller is fixed and the Seller shall not be entitled to adjust the agreed prices for the Goods in the event of exchange rate fluctuations, increases in the price of materials, general price increases, including price increases by its suppliers or subcontractors, changes in customs and import duties, changes in labour costs, price increases resulting from government interventions or similar circumstances.

#### **Clause 7: Set-off**

Where there is a prior credit in favour of the Buyer against the Seller, the Buyer may set it off, in whole or in part, against the credit in favour of the Seller arising from the Purchase Order, subject to the conditions for set-off of debts established by the applicable legal system.

#### **Clause 8: Incoterm**

The default applicable Incoterm 2020 is "Delivered Duty Paid" (DDP, unloaded at the port of destination). The Seller shall designate the sea and/or land carrier and shall provide the Buyer with its details and all relevant information related to the shipment.

#### **Clause 9: Delivery**

The Seller shall deliver the Goods on the date required by the Buyer in the written Purchase Order. If no delivery date is specified, delivery shall be made as soon as possible from the date of the written Purchase Order. The Seller shall not be entitled to make partial deliveries of the Goods unless otherwise agreed in writing by the Buyer. The Seller is obliged to deliver the agreed Goods on the agreed delivery date and at the agreed place of delivery. The Seller is obliged to deliver the agreed Goods within the Buyer's normal working hours, unless otherwise agreed. In addition, the Seller is obliged to bear the costs or penalties applied to the Buyer for delays in delivery deadlines, where such delay is a consequence of the Seller's delay in delivery.

#### **Clause 10: Materials and Quality**

10.1 All materials used by the Seller shall comply with all applicable laws regarding governmental restrictions, as well as safety regulations on restricted-use, toxic or hazardous materials, and with both electrical and electromagnetic standards applicable in the country of manufacture and sale.

10.2 The material conditions indicated by the Buyer with regard to quality parameters must be complied with in accordance with the requirements demanded.

10.3 Los requerimientos mínimos de calidad quedan recogidos en el Manual de Calidad de Proveedores y aplican a todas las Órdenes de Compra.

#### **Clause 11: Packaging**

11.1 The Seller shall provide packaging materials that ensure sufficient protection and are suitable for the type of transport used.

11.2 The Seller shall bear all costs arising from defective packaging or improper handling or transport.

11.3 The Seller shall comply with the packaging instructions provided by the Buyer, where applicable.

11.4 The cost of the packaging materials used shall be included in the cost of the purchased Goods.

11.5 The Seller shall use recyclable packaging materials whenever possible.

11.6 The packaging shall comply with the applicable technical and phytosanitary standards.

#### **Clause 12: Limitation of Liability**

12.1 To the maximum extent permitted by applicable law, the Seller shall be responsible for compliance with its legal obligations in relation to its suppliers and/or subcontractors, as well as for compliance with its tax, labour and administrative obligations required for the performance of the Contract, holding the Buyer harmless from any liability for compliance with any of the foregoing obligations, claim or demand in this respect.

12.2 The Seller shall be responsible for ensuring that the goods, services or supplies delivered under the Purchase Order are its property, freely disposable and free of liens, charges and encumbrances.

#### **12.3 Right to Performance.**

12.3.1 If any breach of the Seller's obligations occurs, the Buyer shall notify the Seller in writing, within a reasonable period from the time the Buyer became aware of it, identifying the problem or defect.

12.3.2 The Seller shall repair or replace the Goods, at the Buyer's option, until full compliance with their specifications is achieved.

12.3.3 The Seller's obligation extends to all costs related to the replacement or repair of the Goods, and includes transport costs, any on-site diagnostic costs, labour costs and all associated costs, including the cost of returning and disposing of the defective Goods or any part thereof.

12.3.4 Where necessary, due to the repair or replacement of defects in the Goods, the Seller shall take all measures necessary to transport such Goods to and from the Seller's repair facilities or factory, or to travel to the location where the Buyer has the Goods. The Seller shall provide operational access to remedy the defect, including disassembly and reassembly of the Goods, or shall bear any access cost to the place where the defective Goods are located, the cost of

assistance by the Buyer's personnel, the cost of transport to and from the repair facilities designated by the Buyer, or the cost of removing the defective Goods or any part thereof, all of which shall be at the Seller's expense and risk.

#### 12.4 Withholding of Payment

The Buyer is entitled to withhold payment until the Seller has fully complied with its obligations to repair or replace the Goods.

#### **Clause 13: Liability for Damages**

13.1 In addition to the Right to Performance, or, where applicable, the right to seek termination together with the right to request restitution, the Buyer is entitled to receive compensation for damages caused by delay in performance, non-performance or defective performance.

13.2 The Seller shall be liable to the Buyer for damages, including direct damages and consequential damages, caused by delay in performance, total or partial non-performance, or defective performance, which were foreseeable at the time the contract was entered into, and even those that were foreseeable after the contract was entered into in the event that the Buyer warned the Seller about them after the contract was entered into.

#### **Clause 14: Insurance**

Without prejudice to its legal liability and any liability that may arise from the Purchase Order/Contract, and without this clause limiting it, the Seller shall take out and keep in force at its own expense at all times during the term of the contract, and with companies of recognised financial solvency, insurance policies covering all possible liabilities that may arise from the Purchase Order.

#### **Clause 15: Warranties**

15.1 The Seller warrants that (a) the goods supplied to the Buyer conform to the specifications, description and quality set out in the Supplier Quality Manual or referred to in the Purchase Order, as well as to all agreed conditions; (b) that such goods are free from defects in design, material or workmanship; (c) that it has the capacity, professional competence, permits, licences and certificates necessary for the supply of the goods; (d) that the goods do not infringe any third party intellectual/industrial property rights; and (e) the supplier declares the lawful origin of the supplied goods and warrants that it holds full title thereto.

15.2 Unless a longer period is specified by law or by agreement between the Buyer and the Seller, such warranties shall remain in force for three (3) years from receipt of the goods in accordance with the terms and conditions specified by the Buyer.

15.3 The legal provisions regarding hidden defects shall apply, unless otherwise provided in these terms and conditions.

15.4 In the event of breach of any of the aforementioned warranties and without prejudice to any actions the Buyer may take, the Seller shall, at its sole cost, (a) replace the defective goods with goods deemed compliant by the Buyer. If replacement is not possible within the delivery period required by the Buyer, the Seller shall, as decided by the Buyer, (b) repair the defective goods at its own expense or (c) refund the Buyer the purchase price of the defective goods.

- 15.5 If the Buyer opts for repair or replacement, any defect shall be remedied at no cost to the Buyer, including, but not limited to, the costs of transport, repair and replacement of the defective goods, as well as the reinstallation or shipment of the new goods.
- 15.6 If the supplier does not remedy the defects or replace the defective goods within the period specified by the Buyer, the Buyer may arrange for the repair at its own discretion, with the costs incurred being borne by the Seller.

**Clause 16: Exports and Foreign Trade Regulations.**

- 16.1 The Seller is obliged to comply with regulations regarding Export Controls, Customs and Foreign Trade.
- 16.2 The Seller must notify the Buyer in writing within two weeks of receipt of the Purchase Order of all information and data required by the Buyer to comply with all foreign trade regulations for exports and imports.
- 16.3 The Seller shall be responsible for any damage and/or expense incurred by the Buyer due to non-compliance with the obligations set out above, unless such non-compliance is not attributable to the Seller.

**Clause 17: Right of Termination**

- 17.1 In the event of breach by the Seller, instead of exercising its right to performance, the Buyer shall be entitled to terminate the contract by written notice to the Seller. Termination for breach may be exercised by the Buyer:
- i. If the Goods have not been delivered on the date agreed by the parties.
  - ii. If the Buyer has notified the Seller of the non-conformity of the Goods and the Seller has not begun to fulfil its obligations to repair or replace the Goods within a period of fifteen (15) calendar days.
  - iii. If it is evident that the Seller has no intention whatsoever to deliver the Goods or to fulfil its obligations to repair or replace the Goods.
- 17.2 Even if the Buyer has chosen to require the Seller to repair or replace the Goods, the Buyer shall be entitled to seek termination when the repair or replacement of the Goods has not been carried out, or is not being carried out, properly.
- 17.3 Where, prior to delivery of the Goods, it is evident that there will be a material breach by the Seller entitling termination, the Buyer may terminate the contract.
- 17.4 Termination of the contract releases the Buyer from its obligation to receive the Goods and to pay the price.
- 17.5 Termination of the contract does not affect the Buyer's right to compensation for damages.

**Clause 18: Force Majeure**

- 18.1 Neither party shall be deemed liable for failure to perform any of the obligations arising from the Purchase Order insofar as performance thereof is delayed or becomes impossible as a result of Force Majeure.
- 18.2 For these purposes, Force Majeure shall be deemed to include natural phenomena, unavoidable accidents, or any other cause of a similar nature that is unforeseeable, or that, although foreseeable, is unavoidable or beyond the parties' control and independent of their will.
- 18.3 Notwithstanding the foregoing, the suspension of contractual obligations caused by the Seller's personnel may not be invoked as Force Majeure.
- 18.4 The suspension of contractual obligations shall last for as long as the cause giving rise to Force Majeure remains. The party affected shall immediately notify the other party and shall make all reasonable efforts to resolve the cause of suspension as soon as possible.

**Clause 19: Assignment**

- 19.1 The Seller may not assign, transfer by any means, or encumber in whole or in part, the rights arising from the Contract, including its credit rights, without the Buyer's prior written authorisation.
- 19.2 The Buyer may assign or transfer by any means, to any of its subsidiaries and affiliated companies, the rights arising from the Contract; in such cases, mere notification to the Seller shall be sufficient, without the need to obtain prior authorisation.

**Clause 20: Subcontracting**

- 20.1 The Seller may not subcontract, in whole or in part, the performance of the Purchase Order without the Buyer's prior written authorisation.
- 20.2 If the Buyer grants authorisation, the Supplier shall remain directly responsible for the fulfilment of the obligations assumed by it or by its subcontractors under these terms and conditions or the Contract.

**Clause 21: Supplier Independence**

- 21.1 The Seller shall act in the performance of its obligations towards the Buyer as an independent contractor, and all its agents and employees and those of its subcontractors shall be selected, directed and supervised by it.
- 21.2 There shall be no employer/employee or principal/agent relationship between the Buyer and the Seller, the only relationship being strictly commercial.

**Clause 22: Confidentiality**

All information and/or documentation provided by the Buyer to the Seller within the framework of the business relationship shall be secret and confidential, and the Seller shall refrain from disclosing and/or revealing it to third parties, and shall be obliged to indemnify the Buyer for any damages suffered as a consequence of breach of this obligation.

**Clause 23: Intellectual and/or Industrial Property**

The intellectual and/or industrial property in any document or information provided by the Buyer in connection with the Purchase Order/Contract, including elements, samples, drawings, documents, specifications, moulds, software, etc. incorporated therein or related thereto, belongs to the Buyer; therefore, its use for any purpose other than the fulfilment of the Purchase Order is expressly prohibited, as well as its total or partial transfer to third parties without the Buyer's prior express consent.

**Clause 24: Notices**

- 24.1 Any notice or communication between the parties shall be made to the address indicated for each of them in the Purchase Order.
- 24.2 Any change of address for notice purposes must be communicated to the other party at least fifteen (15) days in advance.
- 24.3 A reliable notice shall be understood to be one that allows proof of its sending, receipt and content.

**Clause 25: Severability**

If any of these General Terms and Conditions or any provision of a Contract is determined by any competent authority to be invalid, illegal or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the remaining terms, conditions and provisions, which shall continue to be valid to the maximum extent permitted by law.

**Clause 26: Governing Law; Jurisdiction**

- 26.1 The Purchase Order/Contract and these Terms governing it shall be subject to Spanish law.
- 26.2 In the event of litigation, and for any other purpose, the parties submit to the jurisdiction of the Courts of the Buyer's registered office.