

# ULMA MANUTECIÓN, S.COOP. GENERAL PURCHASE CONDITIONS

## 1. PURPOSE

- 1.1. These general purchase conditions ("GPC") apply to all services ("Services") and deliveries of goods ("Goods") that ULMA Manutención, S. Coop., with registered office in Oñati (Gipuzkoa), Barrio Garagaltza, 50, VAT nº (NIF) F-20091443 ("ULMA"), acquires from any supplier ("Supplier"), save for the parties expressly agreeing in writing to exclude the GPC from applying.
- 1.2. ULMA and the Supplier shall be individually referred to as the "Party" and jointly as the "Parties".
- 1.3. These GPC, together with the order sent by ULMA to the Supplier ("Order"), form an agreement between ULMA and the Supplier ("Agreement").
- 1.4. By confirming or commencing an Order, the Supplier implicitly (i) accepts these General Purchase Conditions (GPC) in their entirety and (ii) acknowledges that any general terms of sale provided or referenced by the Supplier are not applicable.
- 1.5. Any modification, change or additional condition to the GPC shall require the prior written acceptance of the Parties.

## 2. ORDERS

- 2.1. The scope of the Services and/or Goods to be provided shall be defined in the relevant Purchase Order. Orders shall be submitted in writing and sent to the Supplier using a method that ensures a record of their delivery and receipt.
- 2.2. The Supplier agrees to supply the Goods and perform the Services in accordance with the quantities, drawings and specifications referenced in the Order.
- 2.3. In the case of Orders for export projects, the Supplier shall provide ULMA with all the documentation required to generate the packing list in digital format or any other documentary requirement demanded in the country of origin/destination. Moreover, the Supplier shall provide ULMA with a complete Certificate of Origin, using ULMA's description and references, whenever it allows tariff references to be requested.
- 2.4. The Order shall be considered accepted if the Supplier does not explicitly reject it in writing within three (3) calendar days of ULMA sending the Order. The Order shall be deemed final thereafter, with an agreement existing between the Parties from this moment on.
- 2.5. In the event of discrepancies between the GPC and any particular conditions set out in the Order, the provisions of such particular conditions shall take precedence.
- 2.6. ULMA may ask the Supplier to modify the scope or number of units for a given Order. If the Parties agree, the Supplier shall make an offer (subject to the GPC) and ULMA shall place an additional order in line with the modification.

## 3. PRICE AND PAYMENT TERMS

- 3.1. Unless otherwise specified in the Order, all prices are stated in euros and are non-negotiable, with each Party being responsible for taxes in accordance with applicable legislation.
- 3.2. The prices of the Goods and Services contracted by ULMA shall include all the items specified or implicit in the Order. All prices shall include packaging, insurance and transport of the goods in accordance with Incoterms® 2020, as stated in the Order.
- 3.3. Prices may only be modified by prior written agreement between ULMA and the Supplier.
- 3.4. The Supplier shall issue invoices according to the conditions set out in the Order.
- 3.5. All invoices shall, provided that the Supplier complies with the Agreement and unless otherwise stated in the Order, be paid within the term set out in the Order, due on the 30th day of each month (in the case of domestic payments, additionally on the 15th day of each month, except 15th August) by bank transfer to the account designated by the Supplier.
- 3.6. ULMA shall be entitled to set off payment to the Supplier against any other receivables or claims it may have against the Supplier.

## 4. DEADLINES

- 4.1. All Services and/or Goods shall be provided within the period set out in the Order. This period is an essential obligation in the Agreement.
- 4.2. In the event of an actual or foreseeable delay, the Supplier shall notify ULMA of the estimated duration, while still being obligated to meet the agreed delivery terms. ULMA may, at the Supplier's expense, adopt (or require the Supplier to adopt, also at the Supplier's expense), all measures required to prevent or reduce any damage to ULMA as a result of such delay.
- 4.3. In the event of a delay in the delivery dates for Goods and/or Services, ULMA may demand that the Supplier pay a penalty of 1% of the price stated in the Agreement for each calendar week of delay, up to a maximum of 5% of the agreed price. Once the maximum penalty is reached, ULMA shall be entitled to terminate the Agreement in accordance with clause 14, "TERMINATION".
- 4.4. Without prejudice to the foregoing, ULMA may claim all damages caused to it in excess of the penalties applied.

## 5. NON-CONFORMITIES

- 5.1. ULMA shall be entitled to reject any Goods and/or Services whenever, at the time of their delivery or completion, or within thirty (30) calendar days from such date, it is observed that a given Service and/or batch or group of Goods does not meet the contractual specifications (including the quantities set out in the Order) or is unsuitable for the intended purpose.
- 5.2. The price of all non-conforming Goods and/or Services (as specified in the paragraph above) shall either be returned to ULMA if already paid, or deducted from the payment for the affected Order if still pending, with the Supplier issuing the corresponding rectifying invoice in both cases. In any case, no payment shall be made until the Goods and/or Services meet the provisions of the Agreement. ULMA shall be entitled to charge for the return and/or retrieval of Goods and/or Services, and may ask the Supplier to make the necessary adjustments to the invoice. Such costs attributable to the Supplier shall not imply the waiver of any other indemnity that ULMA may be entitled to.
- 5.3. The warranties stated in clause 8 "WARRANTIES" shall apply to all Goods and/or Services that have not been rejected, while the act of not rejecting such Goods and/or Services does not imply any acceptance of their condition or any waiver of rights by ULMA.

## 6. CONDITIONS RELATING TO DELIVERIES OF GOODS

- 6.1. Unless otherwise stated in the Order, all loading, transportation, unloading and delivery of Goods shall be carried out in accordance with Incoterms® 2020, as stated

in the Order. If not stated in the Order, it shall be understood that it is "DDP ULMA Factory in Oñati".

- 6.2. The risk of loss of the Goods shall be transmitted in accordance with Incoterms® 2020, as stated in the Order. Ownership of the goods shall be transferred to ULMA upon delivery, except in the case of rejection.
- 6.3. The Goods shall be packed in accordance with ULMA's Order and in compliance with applicable regulations. If the Parties have not formalised an agreement on the packaging, this shall be suitable for the type of Goods and shall protect the Goods from any damage or failure during transport, taking into account the loading and unloading operations.
- 6.4. ULMA may establish with the Supplier the quantities and components that the Supplier shall keep at its facilities as backup stock. Notwithstanding, ULMA shall not be obligated to purchase any Goods that the Supplier has produced if an Order has not been placed with the Supplier.

## 7. INSPECTIONS

- 7.1. ULMA may carry out regular inspections at the Supplier's facilities in order to verify compliance with the Supplier's obligations under the Agreement, giving at least five (5) calendar days' notice of any such inspections.
- 7.2. If, during such inspections, ULMA identifies any defects or non-conformities with the provisions of the Order, the Supplier shall be informed in writing of this circumstance and required to rectify such defects or non-conformities within five (5) calendar days.
- 7.3. In no event shall the performance of these inspection and/or verification actions eliminate or affect the Supplier's obligations and responsibilities under the Agreement.

## 8. WARRANTIES

- 8.1. The Supplier warrants that the Goods and Services serve the purpose required by ULMA and shall be performed with the necessary diligence and care required in the Order and/or in accordance with best business practices and applicable legislation and technical standards. The Supplier undertakes to promptly rectify any non-compliant good or service, as defined above, once notified by ULMA.
- 8.2. Furthermore, the Supplier shall provide a warranty for a period of two (2) years from the date of delivery, ensuring that the Goods are free from any liens, encumbrances or embargoes, as well as manufacturing defects or any other hidden defects. If the defective goods are delivered, the Supplier shall, at ULMA's discretion, promptly repair or replace them with others that meet the specifications and characteristics specified in the Agreement. Replaced Goods shall enjoy an additional warranty period of two (2) years in accordance with the above.

## 9. MAINTENANCE AND PARTS

- 9.1. The Parties may agree to provide maintenance services related to the contracted Goods and/or Services.
- 9.2. The Supplier shall provide ULMA with a parts supply service for at least ten (10) years from the last date of delivery to ULMA, and, in the case of discontinued commercial Goods, shall give advance notice to ensure coverage for the aforementioned period.
- 9.3. In any case, the Supplier shall provide these services under the best conditions offered to third parties, or, if there are no comparable ones, under conditions similar to those agreed in the Agreement in terms of quality, price and term.

## 10. SUBCONTRACTING

- 10.1. The Supplier shall notify ULMA within three (3) calendar days of receiving the Order if it intends to subcontract any or all of the work covered by the Agreement, in order to obtain ULMA's authorisation. In any case, the Supplier shall assume full responsibility for the entire Agreement, including any subcontracted services, and ensure that the subcontractor is bound by the same obligations as stipulated in the Agreement.

## 11. TECHNICAL DOCUMENTATION

- 11.1. The Supplier shall provide ULMA with all technical documentation (including initial sample tests) required to manage and maintain the Goods and/or Services. The language shall be Spanish, unless otherwise stated in the Order.
- 11.2. If ULMA acquires the design of the Goods and/or Services, all technical documentation prepared by the Supplier or its Subcontractors in connection with the Agreement is hereby licensed to ULMA to the fullest extent permitted by law and on a free, exclusive, worldwide, irrevocable and indefinite basis.
- 11.3. All documentation and technical information provided by ULMA to the Supplier under the Agreement shall remain the exclusive property of ULMA. The documentation and information referred to in this paragraph may only be used by the Supplier for the performance of the Agreement, and may not be copied or reproduced or distributed to third parties. Furthermore, the Supplier shall, at ULMA's request and in any case upon termination of the Agreement, return all technical documentation owned by ULMA.

## 12. TOOLING AND OTHER MATERIALS OWNED BY ULMA

- 12.1. If specified in the Order, the Supplier may use ULMA's tooling and materials on a temporary basis, with the obligation to duly return them in the same condition as received, either when requested by ULMA or, in any case, upon termination of the Agreement, except for consumable materials that have been consumed during the normal course of the Agreement.
- 12.2. If the Supplier has developed such materials with ULMA's intervention or has manufactured them according to ULMA's instructions, these materials may only be used in ULMA's orders, and, if owned exclusively by ULMA, promptly returned to ULMA upon request.

## 13. SUSPENSION OF AGREEMENT BY ULMA

- 13.1. ULMA shall be entitled to suspend the Agreement as many times as it deems appropriate.
- 13.2. The suspension shall take effect from the date ULMA notifies the Supplier in writing of said suspension. The Supplier shall temporarily suspend performance of the Agreement upon receipt of such notice.
- 13.3. If suspension of the performance of the Agreement exceeds three (3) months, the Parties shall meet in order to review the contractual issues and consider the subsequent resumption of the Agreement.

13.4. Resumption of performance of the suspended Agreement shall be notified in writing to the Supplier, who may not refuse the requested resumption.

13.5. In the event of suspension, ULMA shall be obligated to indemnify the Supplier exclusively for the work performed up to the moment of notification of the suspension.

#### 14. TERMINATION

4.

14.1. If either Party breaches any of the obligations of the Agreement and fails to remedy this breach within thirty (30) calendar days of being formally requested to do so by the nonbreaching Party, the non-breaching Party may terminate the Agreement or demand its performance, without prejudice to its right to claim damages.

14.2. From the date of termination of the Agreement or cancellation of the Order, for any reason, the Supplier shall be obligated to: (i) halt any work and/or supplies in progress; (ii) refrain from entering into new subcontracts or orders with third parties; and (iii) make the tools or other ULMA materials in its possession available to ULMA.

14.3. Furthermore, in the event of termination due to a breach by the Supplier, ULMA shall be entitled to require the Supplier to transfer to ULMA all rights resulting from orders placed by the Supplier with third parties (including subcontractors) for the performance of the Agreement.

14.4. Notwithstanding the foregoing, ULMA shall be entitled to unilaterally terminate the Agreement by simply notifying the Supplier of its wish to do so. In such cases, ULMA shall be obligated to indemnify the Supplier exclusively for the work performed up to the moment of notification of the suspension.

#### 15. SUPPLIER'S LIABILITY AND INSURANCE

5.

15.1. The Supplier shall be liable to ULMA for any direct or indirect damages caused to ULMA, its subsidiaries, senior management and/or directors as a result of the Supplier's failure to fulfil any obligations or warranties set out in the Agreement.

15.2. The Supplier shall hold harmless and indemnify ULMA against any claims from third parties arising from death, personal injury or property damage resulting from any breach of the Agreement by the Supplier.

15.3. The Supplier shall, without constituting a quantitative or qualitative limit on its liability, undertake to arrange insurance policies with a reputable insurance company, adequately covering the liability required by ULMA in each specific case throughout the term of the Agreement. Whenever so required by ULMA, the Supplier shall provide an insurance certificate indicating the coverage, as issued by the relevant insurance companies.

#### 16. INTELLECTUAL AND INDUSTRIAL PROPERTY

6.

16.1. Should ULMA acquire the design of the Goods and/or Services, the Supplier hereby assigns to ULMA all intellectual and industrial property rights relating thereto (including, without limitation, the software) on a free, exclusive, worldwide, irrevocable and indefinite basis. In all other cases, the Supplier grants ULMA a free, sub-licensable, unrestricted, nonexclusive, worldwide, irrevocable, unlimited license for all intellectual property and industrial property rights in the Agreement, including, without limitation, the software, in the broadest terms permitted by Law and with immediate effect from the time of the Order, thereby allowing ULMA to use, maintain and modify the Goods and/or Services.

16.2. The Supplier warrants to ULMA that, at the time the Order is placed, the Goods and/or Services do not breach any intellectual or industrial property or know-how of any third party anywhere in the world. Furthermore, the Supplier shall hold ULMA harmless against any breach of third-party intellectual and/or industrial property rights at any time after the Order has been placed and for a period of ten (10) years.

#### 17. CONFIDENTIALITY

7.

17.1. The Supplier expressly undertakes to maintain the confidentiality of all knowledge and information about ULMA's production process or equipment, along with any other data reasonably considered confidential or constituting a trade secret (including, but not limited to, the Order), and to not disclose to third parties or use such knowledge or information for any purpose other than the performance of the Agreement. This obligation is an essential part of the Agreement.

#### 18. DATA PROTECTION

8.

18.1. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (European Data Protection Regulation) and Act 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights, by accepting these GPC, the Supplier, in its capacity as the Data Controller of the personal details to be processed for the performance of the Agreement, guarantees that it counts on all the consents necessary to transfer such data to ULMA, duly authorising ULMA, in its capacity as the Data Processor of the personal details it has access to under the Agreement, to use them to meet the obligations assumed under the Agreement.

18.2. The legal basis for any processing that ULMA may carry out is the consent of the data subjects and the Supplier's authorisation for processing. ULMA may only disclose to third parties the personal data collected by the Supplier and transferred to ULMA if strictly necessary for the performance of the Agreement or if ULMA is legally or contractually obligated to do so.

18.3. No personal data shall be retained for longer than as strictly necessary to meet the purposes of the processing.

#### 19. REGULATORY COMPLIANCE

19.1. The Supplier shall adhere to all relevant legislation and engineering standards in the manufacturing and destination countries when designing, manufacturing and marketing the Goods and Services specified in the Order.

19.2. Whenever ULMA so requires, the Supplier shall provide ULMA with documents to prove that it is not in arrears with its labour and Social Security obligations for its employees. Furthermore, the Supplier expressly authorises ULMA to withhold an amount equivalent to any workers' salaries and Social Security contributions for which the Supplier may be in arrears, the amount of which may be deducted from any balance in its favour.

19.3. The Supplier acknowledges and accepts that ULMA has implemented a Compliance System that includes a code of ethics and a crime prevention policy.

19.4. The Supplier undertakes to comply with the contents of the Compliance System (a practical summary of which is available online<sup>1</sup>) and confirms that it has read the document.

19.5. In this regard, the Supplier undertakes to ensure regulatory compliance in relation to the Agreement and to prevent any crimes from being committed, particularly around business corruption. Furthermore, in performing the Agreement, the Supplier undertakes to comply with any trade restrictions and/or embargoes imposed by the European Union, the United Nations or the United States of America, and undertakes not to breach any sanction established in this respect by the aforementioned organisations or countries.

#### 20. FORCE MAJEURE

20.1. The Parties shall not be liable for any non-performance of their obligations whenever such non-performance or delay in performance is due to an event of force majeure.

20.2. The party affected by the event of force majeure shall notify the other party within forty-eight (48) hours.

20.3. Either Party is entitled to terminate the Agreement by giving notice whenever the other Party is unable to fulfil its obligations under the Agreement for a period of more than three (3) months due to an event of force majeure.

20.4. In no case shall financial or payment difficulties be considered to be cases of force majeure.

#### 21. GENERAL PROVISIONS

21.1. Any notice or communication to be given by either Party to the other Party shall be in writing and sent to the addresses set out in the Order.

21.2. The Supplier may not assign its rights and obligations under the Agreement to third parties unless expressly authorised by ULMA in writing.

21.3. Should any of the clauses be declared invalid or void, such invalidity or voidness shall not affect the validity of the remaining clauses.

21.4. The waiver of any term or condition of these GPC, or of any of the rights and obligations of the Parties arising therefrom, shall only be effective if made in writing and signed by the Party affected by such waiver or modification.

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21.5. The non-exercise by either Party of the rights conferred under the Agreement shall not be deemed a waiver of the exercise thereof. Likewise, no waiver of a breach shall be deemed a waiver of future breaches or of other contractual provisions.

#### 22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1. The Agreement is subject to Spanish Law. The Parties expressly agree to the exclusion of any other legislation, in particular the Vienna Convention.

22.2. The Parties shall act in good faith and try to find an amicable solution to any disagreements related to the Agreement.

22.3. Unless otherwise agreed by the Parties in the Order, any dispute arising out of or relating to the Agreement, including any question relating to its existence, validity or termination, that has not been resolved within thirty (30) calendar days of its notification shall be resolved by the Courts and Tribunals of Bergara (Gipuzkoa, Spain).

#### 23. ENVIRONMENT

23.1. The Supplier shall comply with all applicable environmental legislation in the country of manufacture and destination, including regulations on waste, emissions, discharges, and hazardous substances.

23.2. The Supplier shall have procedures in place to ensure efficient use of resources, proper waste management, and pollution prevention.

23.3. The Supplier shall avoid the use of legally prohibited substances and shall communicate any relevant changes in the materials supplied.

23.4. The Supplier shall notify ULMA within a maximum of 24 hours of any significant environmental incident and the corrective measures taken.

#### 24. OCCUPATIONAL HEALTH AND SAFETY

24.1. The Supplier shall ensure that its personnel, as well as that of its subcontractors, have the mandatory preventive training, as well as personal protective equipment and safe, compliant working conditions.

24.2. The Supplier shall inform ULMA, within a maximum of 24 hours, of any accident or serious incident that occurs during the execution of the Contract.

24.3. ULMA may verify compliance with these requirements through audits or inspections. The Supplier shall provide the necessary access and documentation.

#### 25. SUPPLIER PERFORMANCE EVALUATION

25.1. Requirements regarding costs, quality, deadlines, service, risks, and environment will be assessed according to the criteria of the Purchasing and Subcontracting Department.

25.2. Once the evaluation is completed, the results will be managed in three categories:

25.2.1. If the evaluation score is between 18 and 30, the supplier is considered to meet ULMA's requirements.

25.2.2. If the score is between 31 and 50, specific follow-up will be carried out with the supplier in the next evaluation.

25.2.3. If the score is between 51 and 70, the supplier will be informed of the aspects that must be improved within a period of 6 months.

You may consult the supplier performance evaluation criteria in <https://www.ulmahandling.com/en/supplier-performance-evaluation>