



ZSCHIMMER & SCHWARZ

General terms and conditions of purchase

1. DEFINITIONS.

In this document, 'Supplier' shall mean the company to which an Order is placed or from which a service is requested, and "Buyer" or 'ZSE' shall mean **Zschimmer & Schwarz España SLU**, with Tax Identification Number B12206793.

2. SCOPE OF APPLICATION.

These General Terms and Conditions of Purchase (hereinafter 'GTC') form an integral part of the purchase order (hereinafter 'Order'). The GTC shall apply to all purchases and services arranged by the Buyer and shall be binding on the Supplier from the moment the Order is accepted. Acceptance of the Order implies full knowledge and unreserved acceptance of these GTC.

Acceptance of these GCP by the Supplier implies the waiver of its general terms and conditions of sale. In the event that the purchase or contracting of a service is formalised by means of a contract and there are discrepancies between the content of the contract and these GCP, the provisions of the contract shall prevail

3. ORDERS.

Only Orders placed in writing using the buyer's forms shall be valid. The Supplier shall have a maximum period of 3 working days from receipt of the Order to confirm it. This confirmation must include the price and delivery date of the products to be supplied. If ZSE does not receive confirmation of the Order within the aforementioned period, the Order shall be confirmed for all purposes, and the prices and payments made by ZSE shall be valid. Notwithstanding the foregoing, ZSE reserves the right to cancel the Order. ZSE may cancel the Order if the Supplier modifies the terms and conditions set out therein. Any modifications made unilaterally by the Supplier to the Order, as well as any notes inserted in invoices or other documents exchanged between the parties that contradict these GTC, shall be null and void. Each Order shall indicate the applicable Incoterm.

4. CHANGES

The Buyer may at any time request the Supplier to make any changes to the Order. In the event that any change requested by the Buyer affects any of the Supplier's obligations (delivery times, prices, etc.), the Supplier must notify the Buyer in writing of any change in the price of the Order within 7 calendar days from the date of the Buyer's request for changes. Such price variation must be accepted by the Buyer before the Supplier implements the changes. If both parties fail to agree on the new price, the initial price shall prevail. The Supplier may not make any changes to the terms and conditions of the Order unless it has the prior written authorisation of the Buyer.

5. SHIPPING, DELIVERY AND INSPECTION OF MATERIALS.

5.1. Shipping.

The Products, equipment and machinery shall be shipped properly packaged so that they arrive at their destination in good condition. The Supplier shall be liable for any damage due to poor packaging.

Before shipping the Products, equipment and machinery, the Supplier shall notify the Buyer in writing of the existence of any hazardous materials included in the Order, together with all the handling instructions required to advise the carriers, the Buyer and its employees on how to take the appropriate measures while handling, transporting, treating, using or disposing of the Products, containers and packaging. The Supplier undertakes to comply with all applicable legislation on dangerous goods and substances.

The ICC Incoterms 2020 shall apply to all shipments.

Each delivery of material shall be accompanied by the Supplier's corresponding delivery note, indicating the contents, price, Order number and number of packages.

5.2. Delivery.

The delivery of products, equipment and machinery, as well as the provision of services, must be made on the date, at the place and under the conditions agreed in the Order; if no place is indicated, it shall be understood that the order must be delivered to the premises of Zschimmer & Schwarz España SLU, at 12540-Vila-real (Castellón), Ctra. C.V. 20, Km. 3,200. The delivery times contained in the Order are understood to be binding and constitute an essential condition of the transaction. Delivery is understood to be the moment when the Supplier physically delivers the products or materials to the Buyer at the location indicated in the Order in the agreed quantities, or makes the equipment, machinery or installation that is the subject of the Order available to the Buyer, received and in working order, accompanied by the user manuals and all the documentation necessary for the correct use or exploitation of the goods or services purchased.

In the case of packages or materials that are difficult to handle due to their size, weight or any other similar characteristic, the Supplier shall ensure that delivery to the destination is made to the exact location indicated by the Buyer, providing sufficient means for this purpose. All costs arising from these operations shall be understood to be included in the shipping and transport costs, unless otherwise agreed.

All these operations must be carried out in strict compliance with the delivery deadlines. Any type of delay in delivery shall entitle the Buyer to contract the necessary services for this purpose and pass on the cost to the Supplier.

Deferred deliveries or separate invoicing shall not be accepted, unless expressly agreed.

Each package must bear the Order number and destination, as well as any other references expressly mentioned in the Order.

5.3. Inspection.

The Buyer reserves the right to carry out, either itself or through authorised representatives, any inspections it deems appropriate during the process of construction of the materials, installations, assemblies or provision of the services covered by the Order. Inspections may be carried out at the Supplier's premises, at those of its subcontractors, or at the place of assembly of the installations or provision of the services.

This inspection does not exempt the Supplier from the guarantees provided or from its full responsibility with regard to the proper and complete execution of the Order. The Supplier is obliged to follow any recommendations that the Buyer may make as a result of the inspections.

5.4. Quality control.

Once delivery has been made, the Buyer also reserves the right to have the materials tested by its Quality Control Department and by users during the legally established period for verification. If the installation or material is rejected at its destination, including in the case of the provision of services, and once the latter has been concluded, any replacements or adjustments required by the Supplier shall be borne by the latter.

6. PRICES.

The prices indicated in the Order shall be firm and non-revisable, unless the existence of a material error on the part of the Buyer is proven and accepted by the Buyer.

7. INVOICING AND PAYMENT TERMS.

Invoices must meet the following requirements:

- The invoice must be issued and sent by the Supplier.
- The invoice shall be issued in legal format.
- Only one invoice may be sent by email.
- The invoice shall comply with the requirements established by applicable law.
- Invoices shall contain the Order number and the correct indication of the material, installation or service, unless otherwise indicated by the Buyer.
- The address for sending the invoice:
 - Email: **i.masip@zschimmer-schwarz.com**
 - Postal address:
 - Zschimmer & Schwarz España SLU
 - Ctra CV 20 km 3.2
 - 12540 Villarreal (Castellón), Spain
- The invoice date shall be the date of delivery of the material or the date of delivery and receipt of the installation and service provided.
- The invoice must match the Order in terms of content and form. If this is not the case, the invoice will be returned to the Supplier, who must then correct it.

Invoices may only be issued for materials, products, equipment or machinery received in accordance with the delivery terms and conditions described above.

Payment for all Orders shall be made by bank transfer or confirming, as indicated in the Order and within the terms established in said Order.

The buyer's demand or collection of any of the penalties provided for in these GTC shall not prevent or hinder it from (a) claiming damages caused by the breach giving rise to the penalty; (b) cancelling the Order or terminating the contract for breach in accordance with the provisions of clause 16.

8. GUARANTEES.

The Supplier shall guarantee that it is the owner of the goods and services it undertakes to supply through the Order, that it has full availability over them and that they are free of any kind of charges and encumbrances.

The Supplier also guarantees the quality of said goods and services and compliance with the technical and other conditions contained in the Order with regard to their operation and performance, as well as the absence of defects of any kind in the materials used and in their design, manufacture and development.

Unless otherwise provided by law or agreed otherwise, the warranty period shall be two years from receipt of the Order or commissioning of the installation in question. During this period, the Supplier shall, at the Buyer's request, replace and/or repair, at its own expense, any defective materials or installations, wherever they are located. Once the repairs and/or replacements indicated have been carried out to the Buyer's satisfaction, a new warranty period shall commence, of the same duration as the initial one, with respect to the replaced and/or repaired goods.

For the purposes of the warranty provided for in this section, the Supplier shall issue the corresponding documentation.

In the event that the Supplier fails to fulfil its obligation to correct or replace defective materials, goods or equipment, the Buyer shall be entitled to correct or replace such materials, goods or equipment itself or through a third party and to pass on the cost to the Supplier.

9. LIABILITIES.

The Supplier shall indemnify and hold the Buyer harmless from all direct and indirect costs and damages, actually incurred and justified, to the extent that they have been caused by an act or omission of the Supplier in relation to materials, goods or machinery supplied under the Order, due to defects in the same or failure to comply with the use indicated by the Supplier.

10. INSURANCE.

The Supplier shall have taken out or, failing that, shall take out a civil liability insurance policy with a minimum sum insured in accordance with the provision of the services, except in cases agreed between the parties, which shall remain in force for as long as the Supplier has obligations inherent to the Order and which shall cover all damage to persons and property that may arise from the performance thereof. The Buyer may request proof of such insurance policy and proof of payment thereof from the Supplier at any time.

11. PENALTIES.

The Supplier is obliged to strictly comply with the delivery times set out in the Order. Failure to comply with the delivery times entitles the Buyer, at any time, to:

1. a) Terminate the contract, cancel the Order and reject the materials or services covered by it.
2. b) Contract, at the Supplier's expense, another third party to provide the service and/or supply the goods covered by the Order, under the terms agreed in said Order.

Regardless of the exercise of these options, the Buyer reserves the right to take appropriate action to repair any damages that the Supplier's failure to comply may cause.

Finally, failure by the Supplier to meet the delivery deadlines shall automatically oblige the Supplier to pay a penalty of 1% of the gross value of the Order for each week or fraction of a week of delay.

12. LABOUR, TAX AND SOCIAL SECURITY OBLIGATIONS.

The Supplier must comply with all legal, tax, labour and social security provisions, as well as having the personnel assigned to the contracted activity integrated into its workforce, duly contracted and registered with Social Security, be up to date with the payment of the corresponding salaries, satisfy compensation, subsidies and be up to date with the fulfilment of its obligations in relation to Social Security, as well as any type of financial compensation derived from the employment relationship between the Supplier and its staff.

The Supplier, if required by the Buyer, shall provide monthly proof of compliance with all labour and social security obligations with respect to the personnel designated to perform the contracted service and expressly declares that, on the date of acceptance of the Order, it is up to date with its labour and social security obligations.

If the Supplier has to subcontract specific tasks, this shall always be under the full responsibility of the Supplier, who shall assume the risk and venture of such operations.

13. PREVENTION OF OCCUPATIONAL RISKS.

In the performance of the services covered by the Order, the Supplier shall comply with all occupational risk prevention and health and safety measures required by current legal provisions, or even if not legally required, shall exercise caution to prevent accidents, damage or harm to third parties or criminal or administrative offences, for which the Supplier shall be directly responsible.

Consequently, the Supplier shall assume all liabilities arising from non-compliance with current regulations on occupational risk prevention in relation to the contracted activity, under the terms established by the Occupational Risk Prevention Act and other applicable legislation.

The Supplier shall provide the Buyer with documentation proving compliance with occupational risk prevention obligations when requested by the Buyer.

In the event that the Supplier fails to comply with the obligations set out in this section, such failure shall be sufficient and justified cause for the cancellation of the Order and/or early conclusion of the Order, with the Supplier being fully liable, without limitation, for any damage or harm that may arise for the Buyer from the breach of any of the obligations in relation to labour, social security and occupational risk prevention.

14. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS.

The Supplier guarantees that the manufacture and sale of goods, equipment or machinery by the Supplier will not conflict with or infringe the patent rights or other property rights of any other person or entity.

The Supplier undertakes to defend, indemnify and hold harmless the Buyer, its successors and customers against any claims of infringement of any intellectual and industrial property rights, as well as any damages or expenses arising therefrom, including attorneys' fees, solicitors' fees and court costs, which may be incurred as a result of claims and/or legal proceedings for infringement of patents or any industrial or intellectual property rights, to the extent that such infringement is caused by the Supplier's negligence or fault.

15. FORCE MAJEURE.

The Supplier shall not be liable for failure to fulfil the Order due to force majeure, although it must notify the Buyer thereof, indicating and justifying the cause of force majeure and estimating its duration.

Upon the occurrence of any circumstance of force majeure, and if the Supplier has complied with the obligation to notify the Buyer provided for in the previous paragraph, the Supplier's obligations shall be suspended until the cause of non-compliance ceases. Likewise, the deadlines established for the execution of the Supplier's obligations shall be extended for a period of time equivalent to the duration of the incident.

In the event that such an incident lasts for more than one month or cannot be remedied, the Buyer shall be entitled to terminate the Order or contract in advance.

16. TERMINATION.

The Buyer may cancel all or part of the Order, making use of the powers conferred upon it by this clause, without incurring any expense, in any of the following cases:

1. a) Breach attributable to the Supplier of any of the clauses of the Order.
2. b) When the legal personality of the Supplier is extinguished or it enters into insolvency proceedings or has its assets seized.
3. c) When, in the buyer's opinion, delays in the various stages of fulfilment of the Order, such as the design process, procurement of materials, manufacturing or assembly process, etc., may compromise the agreed delivery times.

In the event of cancellation of the Order, all materials, plans, documentation, etc. that the Buyer has paid for to the Supplier shall become the property of the Buyer and must be delivered immediately.

Upon receipt of this communication, the Supplier shall cease all work related to the Order and shall use all means at its disposal to cancel any outstanding Orders and subcontracts, where applicable, on terms satisfactory to the Buyer, limiting itself from that moment onwards to carrying out the work necessary to preserve and protect the work in progress and everything related to it. The Buyer shall pay the amount for the supply or service correctly performed to date, with any applicable deductions. The Supplier shall not be entitled to payment of any other amount by way of compensation. The Buyer may also opt for the return of the products, equipment and machinery, making the corresponding payment to the Supplier.

17. SYSTEM FOR RESOLVING DISPUTES BETWEEN THE PARTIES.

In the event that the Parties notice discrepancies between them but said discrepancy is not of a significant nature, or if any type of breach of the obligations set forth in these Conditions is noticed that is not of an essential nature, prior to forcing the early termination of the contractual relationship, the Parties undertake to make their best efforts to reach an agreement. To this end, it is envisaged that, from the moment either Party sends the other a notification indicating the discrepancy between them, if the other Party is not willing to concede to the other's claims, it shall be obliged to negotiate for a maximum period of ten (10) calendar days, in order to promote good relations between the Parties, and all this under the principle of contractual good faith. If no agreement is reached, the provisions of Clause 16 shall apply first for material breaches.

18. CONFIDENTIALITY.

The Supplier acknowledges that it will receive confidential information from the Buyer. The Supplier undertakes to maintain the confidentiality of such information, and also undertakes not to disclose it to third parties and not to use it for purposes other than those related to the Order.

Upon completion or cancellation of the Order, the Supplier shall immediately deliver to the Buyer all documents and other pieces, including copies, containing confidential information of the Buyer.

The obligations set forth in this clause shall be indefinite. These obligations shall not apply in the following cases: a) when, after being disclosed by the Buyer, it becomes public knowledge; b) when it is already in the public domain at the time of disclosure to the Supplier; c) information developed by the Supplier without using information from the Buyer.

The Supplier may only refer to the Order in publications or media when it has the prior written authorisation of the Buyer.

19. DATA PROTECTION.

The Supplier and the Buyer guarantee compliance with the provisions of data protection regulations for the processing of personal data under their responsibility, which shall be processed in a lawful, fair and transparent manner in relation to the data subject and shall be adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

Likewise, they are informed that the personal data included in the Order and/or contract that they may sign, including that relating to the legal representatives of the Supplier and the Buyer, as well as all data arising from its execution, will be incorporated into their respective files and processed for the sole purpose of managing, developing, complying with and controlling the Order and/or contractual relationship, this being the legal basis that legitimises the processing of personal data.

The Supplier and the Buyer shall process and store the data for as long as the contractual relationship remains in force and, once this has ended, the data shall be duly blocked for the sole purpose of dealing with any legal liabilities that may arise from the relationship between them.

No further communication of the aforementioned personal data is envisaged other than that required by current legislation.

The Supplier and the Buyer inform each other of the possibility of exercising, among others, their rights of access, rectification, opposition, deletion, limitation, and portability by contacting the registered office indicated in the Order and of their right to revoke their consent at any time without this retroactively affecting the processing of personal data carried out up to that point.

The Supplier and the Buyer may lodge a complaint or obtain further information on any of the rights mentioned before if they do not receive a satisfactory response from the other party, and may refer the matter to the competent Supervisory Authority (www.aepd.es).

20. CORPORATE SOCIAL RESPONSIBILITY.

The Supplier guarantees to the Buyer that its company complies with current and applicable national and international standards on fundamental principles and rights at work, especially with regard to the eradication of child exploitation and forced labour, and that it does not use the services of companies that have engaged or may engage in these practices, as well as with regard to occupational health and safety and environmental protection.

21. RELATIONSHIP BETWEEN THE PARTIES.

The Supplier and the Buyer are independent contractors.

Neither party may create or assume obligations on behalf of the other.

Nothing in the Contract shall be construed as creating an agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have the authority to contract or commit the other Party in any way.

The contractual relationship entered into between the Parties shall be for the exclusive benefit of the Parties and their respective permitted successors and assigns, and nothing herein shall confer, or does confer, upon any other person or entity any legal or equitable rights, benefits or remedies of any kind.

22. ANTI-CORRUPTION.

The Supplier represents and warrants that its owners, directors, employees, subcontractors and agents will act in full compliance with the anti-corruption laws and regulations applicable in Spain, Europe and the rest of the world (FCPA, etc.) and with industry and professional codes of practice. Without limiting the generality of the foregoing, the Supplier specifically represents and warrants that it, its owners, directors, employees, subcontractors and agents will not, directly or indirectly, and in connection with the Buyer's business, perform the following actions: (i) offer, promise, pay or arrange for the payment or delivery of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any third party in exchange for an undue advantage in any form, whether directly or indirectly, to comply with, obtain or retain (a) regulatory requirements, (b) any type of business, including any commercial transaction

in which the Buyer is a party, or which is related to the Order, or (c) any other undue advantage; (ii) transfer anything of value to a public official without the prior approval of the buyer's contact person, regardless of whether such transfer could constitute a bribe; (iii) transfer anything of value to subcontractors, agents, or third parties for the purpose of offering, promising, paying, receiving, soliciting, or arranging for the payment of, or reimbursing someone for the payment of, a bribe or transaction of anything of value to a public official; (iv) solicit, accept a promise of, or receive any payment, benefit, or advantage from any individual or entity for oneself or a third party in exchange for granting unfair preferences to another person or entity in the procurement of goods or commercial or other services in connection with this contract.

Public Official means any official or employee of a local or foreign government or any department, agency, political party, institution (including officials and employees of government-controlled entities), or international public organisation, as well as any person acting in an official capacity on behalf of such government, department, agency, institution or instrument, or on behalf of such international public organisation, as well as healthcare professionals working in healthcare institutions in which the central, regional or local government has an interest or control or which are paid in part or in full by the government. The Supplier shall report any suspected past, current or potential violations of this section to the buyer's contact person. If the Supplier has doubts as to whether a particular act violates its obligations under this clause, the Supplier shall contact the buyer's contact person and delay the decision before taking action. The Supplier shall ensure that its directors, officers, employees, subcontractors and agents receive adequate anti-corruption training. The Supplier agrees that the Buyer shall have the right at any time and upon reasonable notice to audit the Supplier's records to ensure compliance with the GTC and/or the Order and applicable laws and regulations, ensuring confidentiality. In addition, at the Buyer's request, the Supplier agrees to certify compliance with the foregoing in the manner indicated by the Buyer. Any violation of this clause constitutes a material breach of these GTC. In addition to any other penalties provided by law and/or these conditions, the Buyer may terminate the Order for cause and with immediate effect if the Supplier fails to comply with its obligations under this section. The Supplier shall indemnify and hold harmless the Buyer from any loss or damage resulting from a breach by the Supplier, its directors, officers, employees, subcontractors and agents of this clause or applicable laws and regulations.

23. INVALIDITY.

If any clause in these GTC or set out in the Order is invalid or unenforceable under any law, regulation or other legal principle, that clause shall be deemed modified or deleted, and the remaining clauses of the Order shall remain in full force and effect.

24. ASSIGNMENT AND SUBCONTRACTING.

The Supplier may not assign or transfer the Order, or any of the rights and obligations arising therefrom, without the prior written approval of the Buyer.

25. APPLICABLE LAW AND JURISDICTION.

The Order shall be governed by applicable Spanish law. These GTC and the contractual relationship established between the Supplier and the Buyer shall be governed by Spanish law and by the provisions of the GTC themselves and, in matters not provided for therein, by Spanish law, in particular the provisions of the Commercial Code and the Civil Code.

26. ARBITRATION.

In the event of any dispute, conflict, discrepancy, question or claim arising from the execution or interpretation of these GTC, or from the contract between the Parties, or related to it, directly or indirectly, the Parties expressly waive their own jurisdiction, if any, and submit to arbitration in 'Law' within the framework of the Courts of the Arbitration Court of Castellón of the Chamber of Commerce, Industry and Navigation of Castellón, which is entrusted with the administration of the arbitration and the appointment of arbitrators in accordance with its Statutes and Regulations. The arbitration shall be conducted by one (1) arbitrator.

The language shall be Spanish, and the place of the proceedings shall be the headquarters of the Castellón Chamber of Commerce, Industry and Navigation. The Parties expressly undertake to comply with the arbitration award that is issued. The United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980, or any other convention replacing it, shall not apply.

27. OTHER PROVISIONS.

The Buyer does not recognise any other commercial conditions. The Supplier expressly waives the right to enforce its own commercial conditions.

28. COMMUNICATIONS AND NOTIFICATIONS.

Communications and notifications between the Parties shall preferably be made electronically, although in the event of requiring acknowledgement of receipt, they shall be made by post (registered letter or certified letter).

Unless otherwise agreed, the postal address for sending communications between the Parties shall be the registered office of each of them. With regard to electronic communications, unless otherwise agreed, the email address that shall be considered valid for sending and receiving communications shall be the one from which the first communication is sent to place the Order.

Unless otherwise agreed, the postal address for sending communications to the buyer shall be its registered office: 12540-Vila-real (Castellón), Ctra. C.V. 20, Km. 3,200. With regard to electronic communications, the email address enabled for this purpose shall be: **info.zse@zschimmer-schwarz.com**

Last revised August 2025