

## **GENERAL CONDITIONS OF PURCHASE**

### **1. Scope of application**

These GENERAL CONDITIONS OF PURCHASE—hereinafter SAMCA GCP— shall be applicable in all the purchases or supplies —hereinafter, the PURCHASE—, in which the acquirer or buyer is SAMCA, of goods, machinery and any other assets —hereinafter, the OBJECT OF PURCHASE— for which no specific contract has been signed by SAMCA and the SELLER.

These conditions will be published for general knowledge of all the SELLERS in the SAMCA website.

These conditions will be applied from 1 April, 2022, until they are substituted by subsequent ones.

### **2. Documentation of the PURCHASE**

The PURCHASE is documented in SAMCA's ORDER —hereinafter, the ORDER— and where applicable, in the document by which the SELLER accepts the ORDER.

The acceptance of the ORDER by the SELLER entails its acceptance of these SAMCA GCP for that PURCHASE, which will be the only ones that will regulate it, even in the case where the SELLER has some general conditions of sale or similar, whose application shall be completely substituted by the SAMCA GCP.

If the SELLER should want to enter any clause, pact or condition into the PURCHASE other than those regulated in the ORDER or in the SAMCA GCP, the SELLER must expressly request it in its document of acceptance of the ORDER and obtain from SAMCA the express and written agreement with its request. The reference to its general conditions shall be considered as not having been made unless they had been expressly accepted in writing by SAMCA.

In the absence of a document accepting the ORDER, the beginning of any work or the performance of any act by the SELLER that implies the start of executing the ORDER will be considered as acceptance by the SELLER.

### **3. Price and payment method**

The price and the payment method shall be those specified in the ORDER. In case the payment method is not specified in the ORDER, its price will be paid by bank transfer at 60 days from invoice date, with due date of the payment being the 15th or 25th of the corresponding month, the date nearest the end of the 60 day-period from the issue of the invoice.

### **4. Delivery site, date and conditions**

The delivery site, date and conditions shall be indicated in the ORDER.

The delivery must be accepted by SAMCA whenever it is made on the delivery date indicated in the ORDER and the OBJECT OF PURCHASE meets the specifications listed in the ORDER and what is required by current Spanish laws on the delivery date for its acquisition by SAMCA and for its use in industrial work of any type.

The OBJECT OF PURCHASE shall not be considered delivered until the documentation is also delivered that is required in the ORDER and in the legislation to transfer the ownership of the OBJECT OF PURCHASE, as well as that required for the obtaining of any permit and authorisation necessary for its operation.

If the OBJECT OF PURCHASE is delivered packaged or in order to determine its quality an analysis is required and the SAMCA quality controls show that the OBJECT OF PURCHASE does not have the agreed quality, SAMCA can reject the OBJECT OF PURCHASE in the period

of seven days from the delivery of the OBJECT OF PURCHASE, with the SELLER proceeding to remove it, and the expenses this may entail being payable by the SELLER.

In case of a discrepancy on the quality of the OBJECT OF PURCHASE occurs between SAMCA and the SELLER, it shall be submitted for opinion of an official organisation which is competent in the subject, chosen by SAMCA, to conduct an alternative analysis, with its opinion being binding for both parties. The expenses of this opinion will be paid by the party against whom the discrepancy is resolved.

In case of non-compliance with the delivery date, SAMCA can opt (i) to cancel the ORDER and reject the delivery of the OBJECT OF PURCHASE, with the SELLER having to reimburse, where applicable, the amount previously paid by SAMCA, as well as all the damages and losses caused by the SELLER, or else (ii) by accepting it to apply a penalty equivalent to 5% of the amount of the ORDER for each week of delay, with a limit of 50% of the PURCHASE price. These amounts can be discounted from the price pending payment.

SAMCA and the PURCHASER SELLER shall pay the expenses that may correspond to each one according to the Incoterms set out in the ORDER or, in their absence, according to the delivery conditions established therein.

## **5. Guarantee**

In absence of an agreement in which a guarantee of a longer duration is granted, the SELLER guarantees the OBJECT OF PURCHASE for a period of two (2) years from the date in which the delivery has been made of the OBJECT OF PURCHASE. This period will begin again in the event that any repair or substitution of guarantee on the OBJECT OF PURCHASE is carried out in accordance with this clause.

The guarantee covers all the repair and/or substitution expenses of the OBJECT OF PURCHASE, of labour as well as materials and other expenses, including but not limited to travel, meals, transport, ....., which will all be payable exclusively by the SELLER.

## **6. Industrial and Intellectual Property**

The SELLER guarantees that the OBJECT OF PURCHASE does not infringe any right of intellectual and industrial property of any third party. Furthermore, the SELLER exempts SAMCA from any liability in which it might incur on the OBJECT OF PURCHASE derived from any third-party rights of industrial and/or intellectual property, regardless of the item, and shall immediately reimburse SAMCA for all the amounts that it has had to pay for the cited reason.

## **7. Assignment and subcontracting**

Neither of the parties can assign the rights and obligations of the ORDER without the written consent of the other party, with the sole exception of SAMCA being able to assign the ORDER, completely or partially, to any of the companies that form part of its corporate group.

## **8. Expenses**

SAMCA and the SELLER shall pay the expenses that correspond to each one according to the delivery conditions set out in the ORDER.

## **9. Taxes**

With the exception of the VAT, which will be borne by whomever it corresponds to legally, any other tax associated with the PURCHASE shall be paid by the SELLER.

## **10. Cancellation of the ORDER by SAMCA**

In case of non-compliance and/or lack of timely compliance or defective compliance of any of the SELLER's obligations, SAMCA shall have the right to notify the total or partial cancellation of the ORDER or the suspension of its complete or partial execution, with the SELLER being

liable for any damages and losses such cancellation may cause to SAMCA. This will be done by written notification from SAMCA addressed to the SELLER.

### **11. Data protection**

The personal data of natural persons –the DATA– that are supplied or have been supplied in relation to the PURCHASE, by one of the parties to the other, whether of its representatives, its employees, employees of its subcontractors or of any other natural person –hereinafter the Stakeholders–, will be processed by the other party exclusively for the performance of the PURCHASE and to comply with all the legal and contractual obligations derived from it.

The DATA shall be preserved during the performance of the PURCHASE and, once it is finalised, while it is necessary for compliance with any legal obligation. The Parties can preserve their respective copy on paper of the CONTRACT or on digital media according to their respective filing rules.

For the purposes of the Stakeholders being able to exercise in the legally provided cases the rights of access, rectification, deletion, opposition, limitation of processing and portability of their Data, SAMCA, regarding the Data provided to it, designates the following e-mail address: [datospersonales@samca.com](mailto:datospersonales@samca.com).

The Stakeholders may also present a claim to the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

### **12. Compliance**

The SELLER declares that it knows the Code of Ethics and the Compliance Policy of the SAMCA Group, which has been made available to it through the following link <https://gruposamca.com/cumplimiento-normativo>, and undertakes to maintain, either directly or through its suppliers, contractors and/or subcontractors, during the performance of the PURCHASE, behaviour according to the current laws at every moment and to the Code of Ethics and Compliance Policy of the SAMCA Group.

### **13. Applicable legislation**

The PURCHASE shall be governed by Spanish legislation.