

## General Terms and Conditions for Purchase and Deliveries

### 1. General/ Form of legally binding declarations

- 1.1** These General Terms and Conditions ("GTCs") shall apply exclusively to companies within the meaning of Section 1 of the Code of Commerce, that is, individuals or legal entities that provide the service in the exercise of their commercial activities or independent professional activities.
- 1.2** Different terms and conditions of the Supplier shall only apply if and to the extent expressly acknowledged by the Ordering Party in writing (signed). The Ordering Party's silence regarding such different terms and conditions shall not be deemed in particular to acknowledgement or consent, and this shall also apply to future contracts.
- 1.3** These GTCs shall apply in place of any terms and conditions, especially general terms and conditions of the Supplier, also where such terms and conditions stipulate that a purchase order or call-up is deemed to be the unconditional recognition of the general terms and conditions, or the Ordering Party orders/calls up, after the Supplier has referred to the validity of its general terms and conditions, unless the Ordering Party has expressly waived the validity of these GTCs. By accepting the order confirmation, the Supplier expressly acknowledges that it waives its legal objection derived from its general terms and conditions for contracting or other conditions of the Supplier. Legally binding declarations by the Ordering Party within the scope of the contractual relationship shall only be valid when given in writing unless text form is sufficient according to these GTCs. These GTCs are applicable to all Products purchases and deliveries to the Ordering Party accomplished by the Supplier and have additional character to any other specific agreement executed between the Ordering Party and the Supplier (the **Individual contract**), which will prevail over them in case of disagreement.
- 1.4** Capitalized terms referred in these GTCs will have the same meaning than in the Framework Contract or than those detailed in the Appendix 5.

### 2. Purchase orders

- 2.1** Purchase orders and their amendments/ modifications shall only be valid when given in writing. The conveyance of purchase orders and call-ups via remote data transmission and EDP printouts, especially from the Ordering Party's order centers, shall be valid without signature.
- 2.2** If the Supplier does not accept the order in a period of fourteen calendar days from its receipt, the Ordering Party can revoke it. Purchase orders shall be deemed accepted if the Supplier does not contradict them in writing or text form within 5 calendar days, if the Ordering Party has expressly indicated this legal consequence in the purchase order/call-up.

### 3. Change of delivery item and object of performance

- 3.1.** The Ordering Party shall have the right at any time to request changes to the purchase order resp. delivery item and object of performance and the associated services which can be reasonably expected of the Supplier. The Supplier shall carefully examine the Ordering Party's change request immediately and notify the Ordering Party of the effects of the changes on the structure of the contract (such as deadlines, scheduling, acceptance terms and remuneration) and shall submit a quotation for the change immediately to the Ordering Party at prices in line with prevailing market rates. The Ordering Party shall examine the Supplier's quotation for the change. Only when the Ordering Party notifies the Supplier of its acceptance of its quotation for the change in writing shall the change take effect.

### 4. Delivery / Passing of Risk / Packaging material

- 4.1** Unless otherwise agreed, the Supplier's services shall be deemed delivered duty unpaid (DAP Incoterms 2010) to the agreed recipients including packaging. The Supplier shall agree the means of transport with the Ordering Party. The Supplier shall unload the delivery item at the place of delivery and bring it into the place of delivery.
- 4.2** According to the agreed DAP Incoterms 2010, the risk shall pass upon delivery of the delivery item. Notwithstanding this, the risk in the case of deliveries, which also include the assembly or installation of the delivery item and other services that require acceptance, shall pass upon acceptance. If the Ordering Party negligently delays acceptance, the date of readiness for acceptance shall be decisive for such deliveries.
- 4.3** The Supplier shall, when delivering the delivery item, provide the Ordering Party with all documents (in an English version and a Spanish version) that are required for the safe operation of the delivery item and/or specified in the respective specifications.
- 4.4** The timeliness of deliveries shall be decisive for their receipt at the agreed recipient. The timeliness of deliveries including assembly/installation and services requiring acceptance shall be decisive for their acceptance. If the Ordering Party negligently delays acceptance, the date of readiness for acceptance shall be decisive for such services.
- 4.5** Where delay in a delivery or service is foreseeable resp. where the quality of a delivery or service is not in compliance with the contract, the Supplier shall notify the Ordering Party immediately in writing or text form and obtain its decision. This shall also apply if the Supplier is not responsible for the delay in delivery and/or service. Acceptance of a delayed delivery/service shall not be deemed a waiver of claims for damages.
- 4.6** If technically and logistically possible within the scope of the Ordering Party's business operations, the Ordering Party shall dispose of packaging material and charge the costs to the Supplier. Otherwise the Supplier shall collect packaging

at its expense on a regular basis from the Ordering Party and duly dispose of it.

## 5. Invoices and payments

**5.1** Payments shall be made, unless otherwise agreed, after 60 calendar days net without deduction of cash discount. The term of payment shall begin as soon as the delivery or service is provided in full (and, in the case of works, was accepted by the Ordering Party) and the duly issued invoice has been received by the Ordering Party. An invoice shall only be deemed duly issued if it states the Ordering Party's purchase order number.

**5.2** Payments shall not constitute any acknowledgement by the Ordering Party that the delivery or services comply with the contract.

**5.3** The Supplier itself shall be responsible for the correct payment of taxes on all payments made by the Ordering Party. The remuneration shall be paid together with the corresponding Value-Added Tax at the legally valid rate if and in so far as the Supplier's services are subject to the Value-Added Tax and the Supplier issues a correct invoice according to the provisions of the Royal Decree 1619/2012, of 30 November, which approves the Regulation on invoicing requirements, or to the law that substitutes or modify it. If it is established that the Supplier's services are not subject to the Value-Added Tax, the Supplier shall reimburse the incorrectly shown turnover tax immediately to the Ordering Party, waiving the defence of disenrichment.

## 6. Warranty

**6.1** The Supplier ensures that the Products sold under the agreed terms are new and free of charges and taxes, that there are not any property nor use rights over them, intellectual and industrial property rights, or any other limitation or restriction that can affect the property or possession acquired by the Ordering Party. This guarantee is applicable even in the case where the Supplier is not the Products manufacturer.

**6.2** The Supplier guarantees that it has the productive capacity to ensure the supply object of this Framework contract and the delivery regularity according the established program, and expressly ensures to the Ordering Party that the Products meet the established technical quality specifications, standards and homologations and the manufacturer's specifications; that meet the current regulations in each moment; that each equipment, devices, systems and other products will be in good working conditions on the installation day, to the Purchaser's satisfaction; and that such Products are suitable for the own purpose and the aim described in the Individual contract and the Appendix 2.

**6.3** Likewise, the Supplier commits, relating to the supplied Products, to fulfil, in its case, the customs formalities and requirements or, in general, those requested by the administrative regulations, and particularly the applicable national and Community laws regarding the electric sector field (including about the restriction of some dangerous

substance use in electrical and electronic equipment), Security and Hygiene.

**6.4** Once the initial period indicated in the condition 7.1 expires, the Periods guarantee period will last (i) twelve (12) months since the end of the test period, or (ii) twenty-four (24) months since the delivery of the BSH product to the final customer, in which there are the manufacturing components supplied by the Supplier.

**6.5** In case of defects or breakdowns, the Supplier will be responsible while the Guarantee period lasts. The Ordering Party can choose between a defect correction or a reasonable reduction on the price, with a damage compensation in both cases.

**6.6** In urgent cases (for example to avoid the production interruption), the Ordering Party can correct itself the defect at Supplier's expense.

**6.7** The guarantee covers any fabrication or installation defect that affects the technical aptitude or the normal Product functioning and it will be materialised by providing a free maintenance service done by the Supplier, that includes: (i) replacement of machinery, equipment, systems, pieces or elements which are defective or that do not work correctly, and (ii) Specialised workforce, without any charge for travel expenses or any other expense generated by such personnel.

**6.8** The maintenance and repair service will be available all work days from 9 to 19 hours. However, in urgent cases, the Supplier must provide this service whenever the Purchaser requires it; the Supplier is always responsible for damages or harms that can be caused to the Purchaser or to third parties for the delay when providing the service. The specialised personnel must appear in the place designed by the Purchaser the same day the service was required.

**6.9** Defective machinery, equipment, systems, pieces or elements repairs or substitutions must be done within ten (10) days since the Ordering Party's requirement.

**6.10** The repair or substitution service of Products can be done, at Purchaser's choice, as following: (i) in the facilities designed by the Ordering Party, where the corresponding repair, substitution or exchanging service will be done and where the proper functioning of the new equipment or element will be checked. (ii) Disconnecting the broken down or defective machine, equipment, system, piece or service for the Supplier to get, who, once repaired or substituted, will delivery and install it in the local designed by the Ordering Party, and will pay the transport and installation expenses.

**6.11** Breakdowns caused by force majeure or malicious or guilty conducts by the Ordering Party's employees or third parties stranger to the Supplier are excluded from the guarantee.

**6.12** This guarantee will be effective even in the case that the Supplier is affected by any operation of modification of its social object, denomination, address, fusion, break up, changes in the management control or in the shareholder

structure or any other significant labour union or corporate modification. The Supplier will keep the Ordering Party informed about any of such modifications.

**6.13** Once the guarantee period is expired, or regarding the excluded breakdowns, the Supplier is equally obliged to provide the maintenance and repair service of the supplied Products in the same terms of those explained before. Nevertheless, in this assumption such services will have a remunerated character, so the Supplier will charge a normal or market price established in the price list attached as an appendix in the Framework contract or the Individual contract.

**6.14** The Supplier will need a prior authorisation in writing of the Ordering Party to subcontract, totally or partially, the provision of guarantee, maintenance and repair services, established in the sixth condition. The Supplier will keep its plenty and direct responsibility in front of the Ordering Party for the good working of such services, with the extension established in the tenth condition.

**6.15** Despite the extinction of the Contract, the Supplier's obligations relating to the provision of a free repair and substitution service established in the sixth condition, will remain in those products which Guarantee period have not expired on the date of such extinction, until the end of the mentioned guarantee period.

## **7. Incoming goods inspection**

**7.1.** The Ordering Party shall inspect immediately after receipt of the deliveries whether they correspond to the ordered quantity and the ordered type and whether there are any visible transport damages or visible defects. Notice of obvious defects must be given within 2 weeks of receipt of the delivery/service, notice of hidden defects immediately after their discovery.

**7.2.** If a defective delivery results in the necessity for a higher level of control for incoming goods than is customary in terms of defects, quality or deviation from the agreed characteristics, the Supplier shall bear the costs for this.

## **8. Property rights**

**8.1** The Supplier ensures that considers itself entitled to use the industrial and intellectual property rights necessities for the Product working, trade and for licensing its use. The Supplier ensures that the delivered Products to the Ordering Party do not break third parties rights, particularly, rights over brands, patents and know-how, business secrets, commercial names, information, documentation or any other industrial and intellectual property right, ensuring the pacific use of the Products by the Ordering Party by means of the Products installation and operation. For this clause purpose, industrial and intellectual property right means (i) the different signs (either brands, commercial names, establishment signs or any other distinctive sign), (ii) the invention patents, (iii) the utility samples, (iv) industrial samples and pictures, industrial designs, topography of semiconductor products, vegetal extractions or other industrial property rights or analogous different from those indicated in the prior epigraph to this

definition, (v) the intellectual property rights (including the copyrights, connected rights, right over databases or similar); corresponding to the Products or to those arise from them, including the rights over the technical documentation that the Supplier is obliged to deliver to the Ordering Party in virtue of this Framework Contract or the Individual contracts executed in the shelter of this Contract.

**8.2** The Supplier will be responsible for any complaint derived from the fact that the sold Products can break a patent or another modality of industrial and intellectual property rights and will assume, at its own expense, the compensations, expenses and costs derived from judicial or extrajudicial proceedings directed to the Ordering Party by any causes established in this condition, without prejudice to the Ordering Party's right to require to the Supplier the corresponding compensation for damages, if it is the case.

**8.3** If the Ordering Party or its customers are banned from use, fabricate or delivery a Product for a violation of an industrial or intellectual property right, the Supplier will keep uninjured the Ordering Party or those to whom the Ordering Party can cede the contract regarding all damages (including costs and expenses) that can be produced and must obtain for the Ordering Party the right of using, or continue using, of the Product.

## **9. Open source software**

**9.1** The Supplier undertakes that its service includes only Free and Open Source Software, the use thereof having been previously released in writing by the Ordering Party

**9.2** "Free and Open Source Software" ("FOSS") is software provided by the right holder to any users royalty-free with the right to process and/or disseminate on the basis of a licence or other contractual arrangement.

**9.3** If the Supplier uses released FOSS, the Supplier shall be obliged, irrespective of its obligation to comply with the terms of the licence, to provide the Ordering Party with a list of all FOSS components used, indicating the licence respectively to be used, a copy of the full licence text and the existing copyright information and copyright notices, and to make available the corresponding source code of the FOSS components.

## **10. Product liability**

**10.1** The Supplier will be responsible for any damage caused to the Ordering Party, its employees, equipment, systems, resources and goods, in general, or to third parties, as consequence of a bad design or functioning of the Products sold. In the case that, by an express provision of the law or by judicial or administrative statement, the Ordering Party was responsible for those aforementioned damages, the Ordering Party will have the right of repetition over the Supplier regarding the satisfied amounts.

**10.2** The Supplier will reimburse to the Ordering Party the expenses derived from third parties complaints, which are consequence of the defective Product removal from the market or of other security measures.

**10.3** The Supplier will pay all the personal expenses relating to the execution of the obligations assumed by it, including those derived from accidents, medical leaves, and absenteeism of its personnel, which management, vigilance and dedication will only be responsibility of the Supplier. The Supplier states, under its exclusive responsibility, that all the personnel linked to the provision of services resulting of the contract fulfil the requirements required by the work and social regulation, understanding that, in all cases, such personnel have not any about relationship nor dependence on the Ordering Party, so the Ordering Party is free from any kind of responsibility of this nature.

#### **11. Business liability insurance and product liability insurance**

**11.1** The Supplier undertakes for the duration of the contractual relationship to conclude an appropriate business liability insurance and product liability insurance and to maintain them for at least 5 years after the contract ends.

#### **12. Supplies**

**12.1.** The Supplier is obliged to keep a production and delivery plan of the Products. The Ordering Party can gather as much information as possible about this production process and check it directly, and the Supplier commits to give to the Ordering Party all the eases regarding the control, access to its facilities, documentation, information which are necessary or appropriated.

**12.2** If it was necessary to provide some manuals, plans or indications of use, maintenance or conservation regarding the supplied Products, the Supplier will issue such documentation and an appropriated translation to Spanish if necessary.

#### **13. Tools, moulds, samples, etc.**

**13.1** Tools, moulds, samples, models, profiles, drawings, test specifications, standard specification sheets, art work masters and gauges provided by the Ordering Party as well as objects manufactured according to them may not be passed on to third parties nor used for purposes other than the contractual purposes without the Ordering Party's written consent. They must be protected against unauthorised inspection and use. Subject to further rights, the Ordering Party can request their surrender, in particular if the Supplier violates these obligations.

#### **14. Non-disclosure, return of documents**

**14.1** The Supplier shall treat the conclusion and results of the contract, business transactions and the know-how and experience in providing the services acquired from and about the Ordering Party or other information ("Information") obtained within the scope of the business relationship as secret with respect to unauthorised third parties as long as and if this has not lawfully entered the public domain unless a legal or official obligation to disclose exists or the Ordering Party has consented in writing to Information being passed on in an individual case. The Supplier shall use this Information exclusively for the purposes required to provide the services. This obligation of secrecy shall also survive termination of the contractual relationship for a period of 3

years.

**14.2** The Supplier undertakes to keep safe all property of the Ordering Party or Affiliated Companies, specially, keys, files, electronically stored data and any other document relating to the business operations of the Ordering Party or Affiliated Companies in such a way that they cannot fall into the hands of unauthorised third parties. All documents must be delivered to the Ordering Party at any time upon request, at the latest when the contractual relationship ends without being requested to do so, or destroyed. In the case of data transmitted to the Supplier by the Ordering Party, the Ordering Party shall also have a right against the Supplier for the Supplier to make a declaration to cease and desist with a penalty clause for the benefit of the Ordering Party.

#### **15. Foreign trade**

**15.1** The Supplier shall be obliged to notify the Ordering Party in writing of any permit requirements relating to the (re-)export of the products according to national, European, US export and customs regulations, applicable to the contractual relationship, and of export and customs regulations of the country of origin of the products. For this purpose, the Supplier shall provide the Ordering Party with all necessary information. This includes in particular but is not limited to: (i) all relevant export list numbers; (ii) the Export Control Classification Number (ECCN) of the U.S. Commerce Control List if the products fall within the scope of the U.S. Export Control Administration Regulations; (iii) the customs tariff number according to the current commodity classification of foreign trade statistics and the HS Code (Harmonized System); (iv) declaration of origin (non-preferential origin) of each product ; (v) the Supplier's declaration on the preferential origin for suppliers from the European Union (if requested by the Ordering Party); (vi) preference certificates for non-European suppliers (if requested by the Ordering Party). At the Ordering Party's request, the Supplier shall be obliged to provide all other foreign trade data relating to the products to be delivered according to the contract and their components in writing and notify the Ordering Party immediately (before delivery of the products accordingly concerned) in writing of any changes to the above data.

#### **16. Corporate social responsibility**

**16.1** The Supplier undertakes to comply with the laws of the respectively applicable legal system(s), not to tolerate any form of corruption and bribery, to respect the fundamental rights of its employees and the prohibition on child and forced labour. The Supplier shall furthermore assume responsibility for the health and safety of its employees at the workplace, provide for fair pay and working hours, comply with environmental legislation and use its best efforts to promote and demand compliance with such principles from its own suppliers.

## 17. Spare parts for obsolete series production requirements

17.1 The Supplier undertakes to supply to the Ordering Party, also after the end of the serial production of the Final Products of the Ordering Party manufactured with the delivery item ("EOP"), spare parts for the average useful life of the respective delivery item, in the case of production components spare parts or delivery items as spare products/spare parts for at least 7 years at market prices. The supply of such spare parts shall also be subject to the provisions of these General Terms and Conditions.

17.2 The Ordering Party shall have the right, within a period of 6 months after EOP to cover spare parts requirements of BSH for the underlying delivery items still according to the terms and conditions of the series delivery ("**Interim Coverage**"). The Ordering Party shall seek final coverage for the period after expiry of the 7 years.

17.3 Spare parts can also be supplied with the Ordering Party's consent from current production. Consent shall only be given if no additional expenses are incurred by the Ordering Party and no quality impairment occurs.

## 18. Force majeure

18.1 Force majeure, operational disruptions through no fault of the Ordering Party, unrest and other unavoidable events shall entitle the Ordering Party, irrespective of its other rights, to rescind the contract in whole or in part provided such events are not of insignificant duration (i.e. persist for

longer than 4 weeks) and result in a substantial reduction of the Ordering Party's requirements and the Ordering Party notifies the Supplier of the obstacle immediately.

## 19. Assignment

19.1 Unless there is a prior authorisation in writing of the Ordering Party, the Supplier cannot transfer or cede to third parties its rights and obligations under the contract, nor do any other operation that may entail any tax disposition, agreement and/or total or partial transaction about the mentioned right and credits.

## 20. Place of jurisdiction, applicable law

20.1 In order to know how many disagreements or complaints can appear from the interpretation or execution of the juridical relationship between the Supplier and the Ordering Party, both parties, with express renunciation of any other jurisdiction which can correspond to them, and without prejudice to the imperative regulations about judicial competency, are voluntarily subject to the courts and tribunals in Zaragoza, Spain.

20.2 This contractual relationship is governed exclusively by the law of Spain, without regard for what applicable regulations or conflict rules state and excluding the uniform legislation of the United Nations Convention about Contracts for the International Sale of Goods (CISG).