

GENERAL PURCHASING CONDITIONS

1.- Parties. Nature of the Conditions.

1.1.- For the purposes of these conditions, the purchasing party shall be considered to be the Spanish company "STULZ ESPAÑA, S.A.", whose registered office is located in Alcorcón, Polígono Industrial del Ventorro del Cano, calle Carabaña s/n, with tax identification number A82873662 and registered in the Commercial Registry of Madrid in volume 16. 176, sheet 23, page M -274.213 (hereinafter, indistinctly referred to as the "BUYER", or "STULZ ESPAÑA"), the seller being the supplier that supplies the goods or products that are the object of the order (the "SUPPLIER").

1.2.- GENERAL CONDITIONS OF PURCHASE are intended to regulate the relationship between STULZ ESPAÑA and the SUPPLIER and form part of the contractual documentation for the purchase or supply of goods or products subject to the Order (the "Products").

GENERAL CONDITIONS OF PURCHASE shall be sent with the order placed by STULZ ESPAÑA (the "Order") and shall apply with respect to those terms that have not been regulated in it (Special Conditions of Purchase) or in its attachments.

Any exception to these GENERAL CONDITIONS OF PURCHASE by the SUPPLIER in connection with an Order shall only be valid if it has been made in writing and expressly accepted in writing by STULZ ESPAÑA. If any exception has been agreed, this shall only be applicable to the specific Order or contract in relation to which it has been agreed upon, and shall not extend to other Orders or contracts of the same SUPPLIER.

Under any circumstances will the General Conditions of Sale established by the SUPPLIER be applicable, nor the offers, quotations or proposals for contracts made by the SUPPLIER.

Any conditions and specifications that have not been expressly accepted in writing by STULZ ESPAÑA, by the persons authorized for this purpose, with the Company's prior signature, shall be deemed not to have been placed and shall not be applicable.

The acceptance by the SUPPLIER of these GENERAL CONDITIONS OF PURCHASE or the placing of an Order shall under no circumstances imply any commitment or obligation on the part of STULZ ESPAÑA with regard to any other order or additional supply that the SUPPLIER may be interested in placing.

2. Acknowledgement of order.

2.1 The SUPPLIER must acknowledge receipt of the Order, confirming price and delivery time, as well as acceptance of the remaining conditions. To this end, the SUPPLIER shall (i) return to STULZ ESPAÑA a duplicate of the same, duly signed as a sign of acceptance, or (ii) send a document or e-mail confirming the Order.

A delay in returning such an acknowledgement shall in no way justify a delay in the stipulated delivery time.

STULZ ESPAÑA reserves the right to cancel the Order at any time if it has not received the acknowledgement described in point 2.1 above within 10 days from the date of issue of the Order. If the Supplier does not acknowledge receipt of the Order within this period of 10 days, it shall be understood that the Supplier accepts both the Order and the GENERAL CONDITIONS OF PURCHASE, without prejudice to the fact that STULZ ESPAÑA may demand an acknowledgement of receipt of the Order from the SUPPLIER.

2.2 STULZ ESPAÑA reserves the right to modify the order specifications at any time in writing, assuming any expenses that may be incurred after justification of the same by the SUPPLIER. All changes shall be deemed accepted by the SUPPLIER unless it submits its disagreement in writing to STULZ ESPAÑA within five (5) days.

3. Delivery, delivery conditions and deadlines

3.1.- The SUPPLIER undertakes to deliver the Products

detailed in the Order, free of charges and encumbrances, and must provide all the documentation relating thereto required by STULZ ESPAÑA.

3.2.- The delivery will be made in the place, time and form indicated in the Order, having to adjust it to the quantity, quality and characteristics detailed in the Order.

In case that the place of delivery has not been indicated, it is understood that it must be made at the STULZ ESPAÑA facilities.

If no delivery time has been indicated in the order, it is understood that delivery must be made immediately. The SUPPLIER may only make advance deliveries with the express consent of STULZ ESPAÑA.

3.3.- The packaging, transport, loading and unloading of the Products detailed in the Order will be carried out in a convenient and adequate manner, under the responsibility of the SUPPLIER.

The SUPPLIER shall be liable to STULZ ESPAÑA and to third parties for any damage that may be caused during packaging, transport, loading and/or unloading operations, even if they are not carried out directly by the SUPPLIER, leaving STULZ ESPAÑA totally unharmed.

3.4.- Upon delivery of the Products ordered, STULZ ESPAÑA shall sign the Delivery Note. Ownership of the Products ordered (and, consequently, the risk of loss thereof) shall be transferred to STULZ ESPAÑA upon signature of the Delivery Note.

3.5.- The costs and expenses derived from packaging, delivery, loading and unloading will be assumed by the SUPPLIER.

3.6.- In case of failure to comply with the established deadline, STULZ ESPAÑA reserves the right (i) to terminate the Order, demanding compensation for the damages suffered, or (ii) to demand compliance with the Order, imposing a penalty of 0.5% of the total amount of the Order, for each week or fraction thereof of delay with respect to the delivery deadlines detailed therein.

4. Prices and form of payment.

4.1.- The prices included in the Order are fixed and non-revisable, and therefore not subject to variation, regardless of the circumstances involved (price variation in raw materials, increase in transport costs, etc.).

4.2.- The prices included in the Order shall include all the concepts applicable to it (applicable taxes, transport, insurance, packaging, etc.), excluding the value added tax corresponding to the order invoice.

4.3.- The invoice will be issued after delivery of the Products, within a period of not less than 15 days from the signing (with ID card and/or stamp of the SUPPLIER) of the Delivery Note by STULZ ESPAÑA.

Invoices and shipping notices must indicate the complete number of the STULZ ESPAÑA purchase order and the item assigned in the Order, and this item must be respected in each corresponding line of material or service.

Invoices and dispatch notes covering supplies or services from two or more Orders shall not be accepted. Failure to comply with these requirements shall entitle STULZ ESPAÑA to return them.

4.4.- Invoices are due within 60 days. Payments will be made by STULZ ESPAÑA on the 25th of each month, on the understanding that if an invoice is due after the 25th it will be paid the following month.

The presentation of the invoice and the delivery to STULZ ESPAÑA of the documents proving the delivery of the Order, as well as any other documents relating thereto required by STULZ ESPAÑA itself, shall be an essential requirement for payment.

4.5.- Payment of the price shall not imply any waiver of the rights that may correspond to STULZ ESPAÑA or conformity with the Products delivered by the SUPPLIER.

5. Conditions of the Products.

5.1.- The SUPPLIER guarantees that the Products ordered comply with the requirements for their marketing and the use for which they are intended by the competent national and Community authorities and legislation.

In particular, the SUPPLIER guarantees that the Products comply with the applicable Community Directives on Product Safety, having both the CE marking and the Certificate of Conformity or Technical Study that explicitly confirms compliance with the standards evidencing their conformity. Similarly, it will be shown that the standards that ensure compliance with Community Directives have been taken into account by means of the corresponding Certificate of Conformity or Technical Study.

6. Inspections, tests and audits.

6.1.- The SUPPLIER must carry out its own inspections and tests prior to the delivery of the Products to ensure that all the requirements specified in the Order are met.

STULZ ESPAÑA reserves the right to inspect the Products covered by the Order and to demand as many tests as necessary, which shall be at the expense of the SUPPLIER, for which purpose it must have free access to the Supplier's facilities. The performance of these inspections and tests shall in no way affect the responsibility of the SUPPLIER in fulfilling its obligations in relation to the Order.

6.2. STULZ ESPAÑA shall have the right to carry out audits, with internal or external personnel, with regard to compliance with the terms of the Order.

STULZ ESPAÑA shall give notice of the performance of the audit work by means of written notification at least 10 calendar days prior to the commencement of such work.

The SUPPLIER shall provide the audit team with access to the facilities and offices of the SUPPLIER and to all documentation related to the Order and any actions taken in connection therewith.

7.- Claims and returns.

7.1.- From the time the Delivery Note for the Products is signed, STULZ ESPAÑA shall have a period of 1 month to check that the Products comply with the conditions (quantity, quality, etc.) detailed in the Order.

If STULZ ESPAÑA detects hidden defects (e.g. in the assembly or installation of the finished product) or any other deficiency (in the quantity or quality of the same), it shall notify the SUPPLIER, who must either repair the defect (within a period not exceeding 15 calendar days from the notification) or replace the specific good or product at its expense.

In the event that the defects are substantial, STULZ ESPAÑA shall be entitled to terminate the Order and to demand from the SUPPLIER the return of the amounts paid in respect thereof, as well as any damages that may have arisen as a result of the actions of the SUPPLIER.

7.2. If the defect detected by STULZ ESPAÑA has caused or will cause damage or harm (either to STULZ ESPAÑA or to third parties), the SUPPLIER shall assume responsibility for the same, keeping STULZ ESPAÑA unharmed.

8. Warranty.

8.1.- Unless expressly agreed otherwise, the guarantee for the Products ordered shall be for 24 months from the date on which the Delivery Note is signed by STULZ ESPAÑA (with ID card and/or stamp of the SUPPLIER).

8.2.- During the warranty period, the SUPPLIER is obliged to correct any deficiency or defect in the Products supplied and, if this defect cannot be remedied, it must replace the Product with another one that is in perfect condition. To this end, STULZ ESPAÑA shall notify the SUPPLIER of the incident, which must acknowledge receipt of the incident within 7 days and repair or rectify the Product in question within 30 days of the sending of the notification by STULZ ESPAÑA.

8.3.- In case that the SUPPLIER does not comply with its obligation to repair or replace as set out in the previous paragraph within the aforementioned period of 15 days, the PURCHASER may repair the defective Products on its own account, or purchase new materials, charging all costs to the SUPPLIER, as well as any damages that failure to comply with this obligation may have caused (including any penalties that may have been imposed on STULZ ESPAÑA).

In order to recover the costs, expenses or liabilities arising from the events regulated in this document, as well as any other liability arising from other breaches of contract, STULZ ESPAÑA may deduct such amounts from the invoices payable to the SUPPLIER or withhold payments that are pending (regardless of whether the invoices or payments are derived from other orders or legal relationships other than the Order).

The payment or deduction of expenses will not relieve the SUPPLIER of its obligations and responsibilities under the Order.

9. Items made available to the Supplier.

9.1- The SUPPLIER expressly acknowledges that the elements (samples, drawings, standards, moulds, tools, etc.) made available by STULZ ESPAÑA to be used in the manufacture of the Products are the property of STULZ ESPAÑA, which must take care of them and preserve them with due diligence, being liable for any damage or loss suffered by them.

9.2- Such elements delivered to the SUPPLIER by STULZ ESPAÑA and the goods or products manufactured on the basis thereof may not be handed over to third parties, nor may they be used for any other purpose without the prior written consent of STULZ ESPAÑA. The preservation and custody of such items shall be entirely at the expense of the SUPPLIER.

9.3 These elements must be returned to STULZ ESPAÑA, in perfect condition, as soon as the SUPPLIER is requested by STULZ ESPAÑA and, at the latest, on delivery of the last supply of the Product ordered.

9.4- If, for any reason, the SUPPLIER has difficulties of any kind in manufacturing the Products, or ceases to do so, all the elements supplied by STULZ ESPAÑA shall be returned to it immediately.

10. Subcontracting. Assignment of the Contract. Assignment of receivables.

10.1 The SUPPLIER may not subcontract a third party to carry out part or all of the execution of the Order without the prior written consent of STULZ ESPAÑA.

In the event that STULZ ESPAÑA grants such authorization, the SUPPLIER shall be responsible for the work carried out directly by it, as well as that carried out by the subcontracted natural or legal persons. Subcontracting shall not exonerate the SUPPLIER from any of its responsibilities or contractual obligations towards STULZ ESPAÑA.

Subcontracting shall not give rise to any contractual relationship between STULZ ESPAÑA and the subcontractors.

10.2.- The SUPPLIER may not assign all or part of the Order, or any of the obligations arising therefrom, without the prior consent of STULZ ESPAÑA.

10.3- The SUPPLIER may not assign the claims arising from the Order against STULZ ESPAÑA unless the latter has given its express consent.

11. Industrial or intellectual property.

11.1.- The SUPPLIER guarantees STULZ ESPAÑA that it holds the industrial or intellectual property rights relating to the Products ordered.

The SUPPLIER shall protect and release STULZ ESPAÑA from any liability for any infringement of industrial or intellectual property rights that may be incurred, and undertakes to do everything necessary to keep STULZ ESPAÑA and its personnel safe from any claims or demands that may be made against STULZ ESPAÑA and/or its employees as a result of such infringements, and to compensate STULZ ESPAÑA and/or its employees for all damages,

expenses and costs (including consultancy fees, lawyers and solicitors) that may be incurred by reason of such claims or lawsuits or for the actions in which it is required to intervene.

11.2. - In case that the goods or products subject to the Order be designed or manufactured ad hoc by the SUPPLIER at the express request of STULZ ESPAÑA, the Parties agree that all documents, machinery, tools, designs, plans, computer programs and specifications, as well as their analogues and copies thereof, are the property of STULZ ESPAÑA, if applicable, deliver STULZ ESPAÑA to the SUPPLIER for the design or manufacture of the same, as well as the inventions, patents, utility models and other industrial or intellectual property rights generated or to be generated as a result of the design or manufacture of the goods or products subject to the Order.

The SUPPLIER shall not be entitled to sell such goods or products to third parties (unless expressly stated in writing), nor to make use of the elements and/or intellectual or industrial property rights described in the preceding paragraph, which are the property of STULZ ESPAÑA, to manufacture goods or products for third parties.

11.3.- Technical or commercial information provided by STULZ ESPAÑA to the SUPPLIER as part of the Order shall be confidential. To this end, the SUPPLIER may not reveal, disseminate, exploit or in any other way make use of such confidential information without the express consent of STULZ ESPAÑA during the term of the Order and, additionally, for a period of 5 years as from the termination of the Order.

12. Provider compliance.

12.1 The SUPPLIER must comply with all provisions in force at any given time and, in particular, those relating to labour, social security or tax, as well as those relating to the environment, health and safety, and the prevention of occupational hazards, and must ensure that its subcontractors (if they have been authorised by STULZ ESPAÑA) comply with these obligations, taking responsibility for them and leaving STULZ ESPAÑA free of any breach of such obligations. In particular, the SUPPLIER shall not actively or passively, directly or indirectly, commit any kind of bribery, any violation of the basic fundamental rights of workers, nor shall it hire minors.

At any time during the term of the Order, STULZ ESPAÑA may require proof from the SUPPLIER that the obligations described in the preceding paragraph have been fulfilled. In particular, it may require a certificate from the tax authorities and the social security authorities stating that it is up to date with the payment of its obligations.

The SUPPLIER releases STULZ ESPAÑA from any liability for failure to comply with the above obligations and consequently undertakes to do whatever is necessary to keep STULZ ESPAÑA harmless.

12.2- STULZ ESPAÑA may terminate the contract and/or any Order in the event that the Supplier fails to comply with these obligations, demanding from the Supplier any damages that may have been caused.

13. Resolution.

STULZ ESPAÑA shall be entitled to terminate the Order in the event of failure by the SUPPLIER to comply with any of the obligations set forth therein or in these GENERAL CONDITIONS OF PURCHASE, and shall be entitled to demand from the SUPPLIER any damages arising from such failure.

13.2- STULZ ESPAÑA reserves the right to cancel the Order unilaterally by means of a communication addressed to the SUPPLIER. In this case, STULZ ESPAÑA and the SUPPLIER shall agree on the consequences arising from such early termination, which in no case shall exceed the percentage of the Order already fulfilled.

STULZ ESPAÑA shall not be liable under any circumstances for indirect and/or consequential damage, loss of profit or loss of production or contracts.

14. Data Protection.

In accordance with the provisions of the General Data Protection Regulation (EU) 2016/679, the personal data you provide to STULZ ESPAÑA will be used exclusively for the following purposes (i) management of the qualification process, the stipulation and execution of contracts; (ii) for operational, management, administrative and accounting requirements, and in general to comply with the obligations provided for by law and/or regulation.

Personal data collected will be kept for the period provided for by law.

Personal data collected will not be disseminated. They may be communicated, depending on their type, to clients, to public administrations, for the performance of institutional functions, to banking institutions, to subjects specializing in the management of computer systems and/or payment systems, to subjects performing transport or shipping activities, to legal and consulting firms, to subjects in charge of STULZ ESPAÑA accounting or auditing, and to public authorities for compliance with the law.

STULZ ESPAÑA shall not be liable in any way for the accuracy, truthfulness and correctness of the data provided.

The SUPPLIER is responsible for the data provided and for any modification thereof. The SUPPLIER has the right to request access to his personal data, to rectify it, to delete it (where applicable) or to limit its processing by sending a request to info@stulz.es

During the contractual relationship, both parties must comply with the provisions of the General Data Protection Regulation (EU) 2016/679.

15. Law and Jurisdiction.

15.1- Present General Conditions of Purchase and the Orders framed within them will be governed by Spanish law.

15.2 STULZ ESPAÑA and the SUPPLIER, expressly waiving any legislation or jurisdiction that may apply, expressly submit themselves to the jurisdiction of the Courts and Tribunals of Madrid for any discrepancies that may arise from the interpretation of these GENERAL CONDITIONS OF PURCHASE and of the Orders included therein.

Important: Compliance with legislation and internal regulations is part of all business procedures at STULZ ESPAÑA. You can report possible violations via our e-mail address info@stulz.es