

1. SCOPE. These General Terms and Conditions of Purchase shall apply to all purchases of goods and services by GRUPO ALUMINIOS DE PRECISION S.L.U. or any of the companies within its Group (hereinafter, jointly referred to as GAP), and shall take precedence over the terms and conditions of offer from the supplier or the general terms and conditions of sale thereof.

All purchase orders shall refer to these general terms and conditions, and shall indicate the website where they can be found for consultation purposes.

2. PURCHASE ORDERS. All orders placed by GAP will be supported by a purchase order or, otherwise, a quote that is accepted in writing.

The purchase orders shall include a description and characteristics of the goods or services to be supplied, as well as the amount thereof, deadline and location for delivery, unit and total price, and payment terms and method.

The supplier shall be required to confirm and accept the purchase order within 48 hours of issue. If no response is received, it shall be automatically understood as accepted.

All supplies must meet the terms and conditions indicated in the purchase order. In the event of a non-conformity with any of said terms and conditions, the supplier must notify said situation in writing and obtain approval from GAP before fulfilling the order.

GAP reserves the right to cancel the order in the event of non-compliance with any of the specific or general terms and conditions, and the supplier will be required to refund any amounts paid by GAP plus any interest and costs it may have incurred.

3. SUPPLY CLAUSES. The provider/supplier:

- Undertakes not to cease collaborating with GAP without providing at least 90 calendar days' notice.
- Must communicate any changes to the product and/or process.
- Must communicate any changes to the location of manufacturing or supply facilities.
- Must communicate any quality defect in the production batches and/or process.
- Has sufficient productive capability to assume an increase in consumption by GAP of at least 20%.

4. SUBCONTRACTING. The supplier may not, in whole or in part, subcontract the execution of the order without prior written authorisation from GAP.

The supplier shall be responsible for its work, as well as that carried out by any individuals or legal entities subcontracted. The supplier must also impose the same obligations vis-a-vis GAP on any authorised subcontractors as those established in these general terms and conditions of purchase.

5. TRANSPORT, DELIVERIES AND PACKAGING. The transport and delivery conditions shall be defined in the purchase orders. If this is not the case, the incoterms established by default are DAP Burgos.

The supplier must follow the packaging instructions provided by GAP, whenever such instructions are indeed provided. The supplier shall be responsible for any damage caused by collision, oxidation, etc. owing to inadequate protection of the product. The supplier shall assume all costs stemming from faulty packaging or incorrect handling or transport.

If the product supplied is found to be faulty, once such a situation is demonstrated, the supplier undertakes to replace the material and assume the corresponding logistics costs, as well as any cost incurred by the lack of quality admitted under the civil liability insurance thereof, within a maximum period of two (2) days or, otherwise, to have sufficient provision so as to cover such unforeseen circumstances in a way that does not harm the safety stock planned by GAP.

All deliveries must take place from Monday to Friday between 08:00 and 20:00. No deliveries shall be accepted outside of these times. No deliveries shall be accepted before or after the agreed date unless subject to express consent from GAP. GAP reserves the right to reject the goods in the event that the product fails to meet the agreed requirements or owing to non-compliance with the delivery terms (transport/packaging). No partial deliveries or amounts greater than those requested shall be accepted unless indicated in the order or expressly requested in writing. In the event of receiving amounts greater than those expressed in the purchase order, the surplus may be returned to the supplier with the corresponding transport costs assumed by the latter.

On an annual basis, a delivery deadline and quality performance review will be conducted on the suppliers approved in our DOC-06-01.

Delays in five (5) or more deliveries and any cases in which the level of service fails to meet the required target shall be communicated to the supplier in order to request compliance and the application of corrective measures if necessary.

6. INSPECTION AND ACCEPTANCE. GAP reserves the right to inspect all materials and/or equipment contracted at the manufacturing, storage or execution site thereof. To this end, its authorised representatives shall have free access at any time to the premises of the supplier and/or subcontractors where the materials and/or equipment contracted are being manufactured, stored or executed.

No material shall be considered as accepted until express acceptance is issued by GAP after the corresponding verification process under the applicable quality regulations in each case.

Any faulty material identified, whether upon receipt of materials, during the manufacturing process or upon subsequent application, shall be returned to the supplier freight unpaid, and the supplier shall assume any costs that may have been incurred as a result of the lack of quality identified.

Nonetheless, and whenever production needs require, GAP shall undertake the recovery selections or work necessary to correct the faults identified. The supplier shall assume any costs that may be incurred as a result of such action.

7. ASSOCIATED DOCUMENTATION. Each delivery shall be accompanied by a docket stating the order number, line, delivery date, code, product description, amount and delivery address.

The goods must be accompanied by the corresponding quality certificates and, where appropriate, the documentation relating to the tests conducted by the supplier to guarantee the requirements demanded of the product and expressed in the purchase order.

8. PRICES. For all effects and purposes, the agreed prices are fixed and shall remain unaltered by the supplier. Said prices may not be subject to review or adjustment unless expressly agreed otherwise by the parties.

The prices include the packaging, transport, insurance and other items included in the terms and conditions of the purchase order.

9. BILLING AND PAYMENT TERMS. All payments shall be made under the terms and conditions indicated in the contract documentation (contract, purchase order or accepted quote). The default payment method shall be by bank transfer at 60 days.

The invoice must contain the purchase order number, copy of the docket signed and stamped by GAP, product code and description, amount, unit price, total amount, date, maturity date, company name, tax identification number, bank account number (for transfers) and address.

Any invoices that do not meet the requirements expressed in these general terms and conditions of purchase shall be returned to the supplier and the maturity date shall be counted from acceptance of the new invoice.

10. WARRANTIES. The supplier guarantees the products, goods and equipment against all design or manufacturing defects for a period of twelve (12) months from delivery of the supply or twelve (12) months from the start-up thereof, undertaking to repair or replace - as GAP may choose - any faulty, defective or incomplete parts.

The cost of repair or replacement and all costs stemming from such action shall be paid by the supplier, even when such action must be taken outside the premises thereof.

Any adjustments, work, repair or replacement must take place within the deadline stated by GAP so that any damages incurred thereby may be minimised. Otherwise, GAP may undertake the necessary action either itself or via third parties, in which case the supplier shall assume any corresponding costs and maintain the warranty.

The supplier also guarantees that the products, goods and equipment are duly approved and meet all currently applicable regulations and especially all those regulations governing product safety. As a result, the supplier undertakes to compensate, defend and indemnify GAP against any legal action, claim, expense, liability, penalty, loss, cost or damages, including any legal fees that may be incurred thereby with regard to the products, goods and/or equipment supplied.

The supplier assumes full liability for the loss or deterioration of any goods owned by GAP and temporarily in its possession.

11. ORGANISATION OF THE SUPPLIER. The supplier shall act as an independent company in its compliance with the award and shall be responsible for hiring and overseeing its own staff or the staff of its subcontractors commissioned to fill the order. In particular, it undertakes to meet the provisions of employment, Social Security and Occupational Risk Prevention legislation, as well as Environmental legislation. It must provide GAP with documents to support this situation whenever requested to do so by GAP.

The supplier guarantees that it will respect social values at all times and especially guarantees that no child labour will be used in the manufacture, handling or distribution of the products or goods subject to supply.

12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY. The supplier undertakes to maintain the highest level of confidentiality and secrecy over any information classified as confidential and any personal data in particular. Confidential Information shall be considered to comprise any data to which the supplier gains access by virtue of its contractual relationship, especially any information and data on the buyer to which it may have gained access during the execution hereof.

Similarly, the supplier undertakes not to keep any copy of the confidential information following expiry of the contractual relationship.

The confidentiality obligations established herein shall be indefinite in nature and shall remain in effect following expiry of the relationship between the buyer and the supplier.

All drawings, plans, sketches, photographs, technical documents, tools, equipment, moulds, etc. delivered to the suppliers for the undertaking of their work, as well as those created expressly for GAP by the suppliers as a result of the order or inquiry, shall be considered the property of GAP and may not therefore be used by the supplier for purposes other than those agreed with GAP or copied, reproduced or passed to third parties without express authorisation.

13. TERMINATION. The following shall be grounds for terminating the contractual relationship:

- Extinction of the legal nature of the supplier company.
- Transformation, merger, take-over, global cession of assets and liabilities or demerger of the supplier company.
- Lack of compliance by the supplier with the contractual obligations thereof.
- Omission or lack of compliance with tax, Social Security or occupational risk prevention regulations.
- Bankruptcy or any other situation that may question the solvency of the supplier.

14. FORCE MAJEURE. Neither of the parties shall be considered liable for non-compliance with the contractual obligations thereof when the execution of such obligations is delayed or made impossible as a result of *force majeure* as defined in Article 1,105 of the Spanish Civil Code, which shall be communicated to the other party within a maximum period of 48 hours.

The stipulated delivery deadlines shall be extended by a period equal to the time lost owing to the *force majeure*. In the event that a case of *force majeure* continues to exist after the delivery deadlines have been extended for this reason by more than 90 days, GAP shall notify the supplier of the continuation or termination of the contract.

15. JURISDICTION. These General Terms and Conditions are subject to the laws of the Kingdom of Spain. The contracting parties shall attempt to amicably resolve any dispute relating to the interpretation of or compliance with the purchase order and these General Terms and Conditions of Purchase. In the event that the parties are unable to amicably resolve any litigation

that may arise therefrom, the parties accept the jurisdiction of the Courts and Tribunals of the city of Burgos.

16. VERSION OF THESE GENERAL TERMS AND CONDITIONS OF PURCHASE. The valid version of these general terms and conditions of purchase shall always be that which is published at the time of the order on the website of Grupo Aluminios de Precisión: www.alu-gap.com.