

1. Scope of application. These general conditions of purchase (hereinafter referred to as 'GCP') are applicable to orders for goods and/or services (hereinafter referred to as 'Supply(ies)') placed by the STEF group companies, jointly or individually (hereinafter referred to as the 'Purchaser'). These terms and conditions shall apply when no contract has been concluded between the Purchaser and the supplier (hereinafter referred to as the 'Supplier'). The provisions of the GCP shall be deemed to be accepted in their current version, and unless the parties enter into a particular express agreement to apply the general terms and conditions of sale of the Supplier, they shall always prevail over the latter, shall apply without reservation to this Order/Service Provision and shall govern in the execution thereof by the parties. **2. Lack of volume or purchase commitment - Non-exclusivity.** The Purchaser does not assume any commitment with regard to the minimum or total volume of Supply purchase. Furthermore, the Purchaser does not grant exclusivity for the benefit of the Supplier, unless otherwise agreed between the parties. **3. Modification of Supplies.** Neither the quantity nor the specifications of the Supplies may be modified unless previously agreed in writing. **4. Supplier obligations.** The Supplies shall be provided in accordance with: (i) the terms of the order, the GCP and any possible special conditions; (ii) the local regulations in force; and (iii) the standards and best practices of the profession. In this respect, the Supplier assumes a performance obligation. **5. Time for performance.** The Supplier acknowledges that compliance with the deadlines set out in the orders is an essential obligation in the execution of the Supplies. Should the deadlines indicated in the order not be met, the Supplier shall be obliged to pay, with no need to send any notice, a penalty equivalent to 1% of the total amount (excluding VAT) of the relevant order for each working day of delay, up to a limit equal to 15% of the Order total. These penalties shall not be flat-rate, deductible or final and shall not preclude any claims for damages that the Purchaser may submit as a result of delays. Furthermore, the Purchaser reserves the right to cancel the Order for any delay it deems excessive. **6. Acceptance of Supplies - Non-conformity:** **6.1. For any supply that needs a receipt.** If the Supplies comply with the Purchaser's technical requirements, an acceptance receipt shall be signed by the parties. The aforementioned reservations which are not remedied within 48 hours may give rise to the penalties provided for above. Furthermore, in the event of reservations, the Supplier undertakes to remedy them immediately, as necessary and at no additional charge to the Purchaser, until all reservations are lifted by the Purchaser. **6.2. For any supply that needs a work order/intervention report drafted following a visit:** Whenever a visit is made to the Purchaser's premises, the Supplier shall, within 48 hours after the visit, send the Purchaser a detailed work order/intervention report. **6.3.** If the Supplier fails to comply with any of the essential contractual obligations (non-compliance with the mandatory deadlines, serious non-compliance with the Supplies, etc.) and if it proves to be unable to carry out the necessary corrective measures within 48 hours of such non-compliance being noted, the Purchaser may choose between remedying it itself or entrusting a third party of its choice with the remedial work, at the Supplier's risk and expense. The Supplier undertakes to cooperate in full. **7. Warranty.** In addition to the statutory provisions, the Supplier shall guarantee for 18 months the Supplies against any defects relating to design, materials, manufacture or operation, as well as against abnormal wear and tear, provided that the Supplies are used in accordance with the contractually agreed requirements. The Supplier shall also guarantee the performance of the Supplies described in its offer and/or in the technical-commercial documentation. The guarantee shall start on the date on which the Supplies are delivered or from the date of the Acceptance Receipt, without any reservation whatsoever for the Supplies that require installation. The guarantee shall cover all damage caused by the defects or anomalies found, in addition to the costs incurred in replacing the good or correcting the Supplies with a view to guaranteeing their proper functioning and compliance with the necessary and agreed specifications. The Supplier shall bear all costs incurred, in particular the cost of parts and labour and the costs of disassembly, transportation, handling and reassembly incurred by the Supplier, the Purchaser or a third party. The replacement of a defective item during the warranty period shall start a new warranty period equal to the contractual warranty period. This warranty clause in no way limits the Purchaser's rights to compensation for damages of any nature whatsoever arising, directly or indirectly, from the defects found. The Supplier undertakes to guarantee the availability of spare and replacement parts for a period of five years from the date of delivery or installation. **8. Liability/Insurance.** The Supplier shall be liable to the Purchaser and any third party for damages of any kind that may be caused by the Supplier, its employees or any other person that the Supplier may resort to assist it or to carry out a contractual obligation in its place. The Supplier shall take out the necessary insurance to cover any liabilities arising from the execution of the Order. **9. Price - Invoicing - Payment methods.** The prices specified in the particular conditions and/or in the Order shall be understood to be for supplies delivered to the address provided together with the order and shall include the packaging, transport and insurance of the goods (free of charges, duties and taxes), and all the Supplier's travel expenses to the agreed place(s). The prices shall be fixed, final and shall not be revised during the execution of the Supplies. Invoices shall be issued following satisfactory delivery or unreserved acceptance of the Supplies. Invoices shall be sent in electronic format to the following email address: ES@Invoices.stef-it.com. Invoices must be sent: in PDF format (each PDF file must contain a single invoice), in the original format and as an attachment to an email; the invoice file must be named with the name of the relevant STEF company and the corresponding invoice number; the maximum size of any email must not exceed 10 MB; the email must not be password-protected and the invoice may not contain a link to a portal. Invoices shall be paid within 60 days of the invoice date. The total or partial non-payment of an invoice in breach of the agreed due date shall lead, without any formality whatsoever, to the payment of the statutory rate of interest for late payment (without any increase in percentage points) and, in accordance with the law, a fixed compensation for the costs of collection equal to 40 euros or more, subject to substantiation. **10. Transfer of ownership - Transfer of risks.** The transfer of ownership of the Supplies to the Purchaser shall take place at the time of delivery and the Supplier may not invoke any retention of title clause. The transfer of the risks relating to the Supplies from the Supplier to the Purchaser shall be carried out in accordance with the INCOTERM DDP ('Delivered Duty Paid') at the agreed place of destination (Incoterms® 2020), with all duties, taxes and insurance paid by the Supplier. **11. Early termination.** Notwithstanding the above, in the event of serious and/or repeated breach by the Supplier of any of the obligations assumed in relation to the order/supply, the Purchaser may terminate the contract without prior notice or demand, without prejudice to the penalties applicable for delay and any compensation that may be requested from the Purchaser for damages suffered by it. **12. Commercial nature of the contract and independent business owner.** Security and Entry Rules. The Supplier shall employ the necessary personnel to execute the services, who shall report to it, and it alone, for all legal purposes. The Supplier will be responsible for paying salaries and covering any other expenses arising from the execution of the services and will be required to comply with any applicable labour regulations. Prior to starting the relationship and whenever so requested by the Purchaser, the Supplier shall be required to submit to the Purchaser all the necessary documentation accrediting that it is up to date with its social security payments and other labour obligations and holds all the certificates and the necessary documentation certifying that it is up to date in its payment with the public treasury. The Supplier's personnel must comply with the security and entry rules in force at the Purchaser's facilities. Before beginning work, the Supplier's personnel must obtain entry authorisations. Without such authorisations, the personnel will not be allowed access to the Facilities, which will not justify any delay in delivery. The parties undertake to comply with any and all applicable legislation on the prevention of occupational risks and with the coordination of business activities. Any failure to comply with this section shall entitle the Purchaser to immediately terminate the contractual relationship. **13. Business ethics and regulatory compliance.** Each of the parties undertakes to strictly comply with the applicable legislation on conflicts of interest, laws on competition and the fight against corruption and influence peddling. Consequently, any Supplier breach of the obligations set out in this paragraph shall entitle the Purchaser to immediately terminate its contractual relationship, without prejudice to any damages resulting therefrom to which the Purchaser may be entitled. For Spain, the STEF GROUP, in compliance with the provisions of the regulations in force, makes an 'Alert Channel' available to report any incidents, warnings or complaints about conduct known within the context of employment or professional activity, which may constitute infringements of European Union law or serious or very serious criminal or administrative offences. Notify the Alert Channel of these incidents, warnings or complaints through the corresponding section of the website: www.stef.es. The Alert Channel is managed in accordance with the guarantees of independence, confidentiality and data security, as well as with the rest of the rights and guarantees in force in the field of data protection, and should only be used for the purposes described above. **14. Health and Safety.** The Supplier acknowledges having read the latest version of the Health Safety Standards for suppliers available on the STEF website (<https://www.stef.com/corporate/en/food-safety-rules-stef-group-suppliers>) and undertakes to comply with the legislation applicable to the Supplies. **15. Personal data protection and processing.** The Supplier undertakes to comply with all applicable legislative and regulatory provisions regarding personal data (in particular Regulation (EU) No 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, known as 'GDPR', and for Spain, in Spanish Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights). It undertakes to have implemented all the necessary procedures and actions to process and retain the personal data that it may have to collect in the performance hereof as a data controller or subcontractor within the meaning of the Regulation in strict compliance with the GDPR's provisions. The STEF Group has established a general policy on the protection of personal data which sets out a framework for the responsible collection and use of such data within the strict framework of the STEF Group's activities ('General Policy'). This General Policy, applicable to the STEF Group as data controller or data processor within the meaning of the GDPR, is available on the STEF Group's various websites. It is updated periodically to take into account legislative and regulatory changes and those arising from the organisation and activities of the STEF Group. The Supplier is encouraged to periodically consult this General Policy, so as to keep abreast of the latest modifications made to it and learn: (i) the commitments undertaken by the STEF Group in the field of personal data protection and compliance with the GDPR; (ii) the principles and rules followed by the STEF Group for the compliant management of personal data in relation to the data processed, the purposes of the processing, its legal bases, the retention periods, the recipients of that data, security and confidentiality; (iii) the rights that individuals have in relation to their personal data as data subjects and the means of exercising those rights. **16. Confidentiality.** The Parties undertake to keep in strict confidence and not to disclose to third parties -unless expressly agreed- the information already received and that which may be shared during the execution of an Order and the Supplies, particularly any technical, financial, commercial and operational information. The Parties shall take all necessary steps to comply with and enforce this undertaking during the two years following final acceptance. **17. Intuitu Personae.** The Supplier may only subcontract all or part of the Supplies with the Purchaser's prior written consent. Any assignment, in whole or in part, of the Supplier's contractual rights and obligations or any change of control in the shareholding of the latter, whether by acquisition or sale, merger, contribution or restructuring of the group, must be authorised in advance and in writing by the Purchaser. Failure to comply with any of the obligations in this paragraph shall constitute a serious breach which shall justify immediate termination, to the sole detriment of the Supplier and without compensation. **18. Responsible Purchasing Charter.** The Supplier acknowledges having read and accepted the latest version in force of the Responsible Purchasing Charter applicable to STEF's suppliers, which can be consulted on STEF's website <https://www.stef.com/corporate/en/responsible-purchasing-charter> **19. Dispute Resolution.** Spanish law shall be applicable to the GCP and to the Orders. The Courts and Tribunals of Spain shall have exclusive jurisdiction to rule on any dispute between the Parties relating to an order/supply. The application of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 is expressly excluded.