

General Terms and Conditions of Purchasing of SEW-EURODRIVE España, S.L.U.

§ I General Terms

- (1) These General Conditions of Purchasing apply to all orders or purchase agreements issued by SEW-EURODRIVE ESPAÑA, SLU (hereinafter referred to as SEW-ES), and in general, to all supplies of materials, products, goods, equipment, installations (hereinafter referred to as supplies) and/or the provision of all kinds of services or work performed (hereinafter referred to as services) by the Supplier for SEW-ES or for a third party when the Supplier acts as a subcontractor of SEW-ES, in accordance with the specifications, scope and limit set out in the Order or Contract
 - (2) These General Conditions of Purchasing, together with the Order or Contract of SEW-ES, will prevail over any kind of negotiations or correspondence, and constitute the sole and complete agreement between the Supplier and SEW-ES with respect to the conditions that govern the Order or Contract. SEW-ES shall not be deemed bound by any waiver or modification of these Conditions that have not been made expressly in writing and by a duly authorised representative. For the avoidance of doubt, acceptance of delivery of supplies or services and/or payment by SEW-ES does not imply acceptance of the Supplier's terms and conditions.
 - (3) These General Conditions of Purchasing shall be deemed to have been communicated to the Supplier as soon as the Supplier receives an Order or Contract from SEW-ES accompanied by these Terms and Conditions. Alternatively, they shall be deemed communicated if the Supplier received them previously in the course of its business relationship with SEW-ES; deeming them to be accepted by the Supplier, for all purposes and without reservations, as soon as the provisions of point (4) of this paragraph are fulfilled.
 - (4) The Supplier must notify SEW-ES in writing of the acceptance of the Order or Contract within ten (10) working days of receipt. Upon expiry of the ten (10) working days period, the Order or Contract shall be deemed to have been accepted in all respects and without exception. Similarly, the Order shall be considered equally accepted if, once the Order or Contract has been received, the Supplier carries out any action aimed at completing it, such as: sending documentation, communications related to it, etc. In the absence of such notification, SEW-ES has the right to cancel the Order or Contract in part or in full.
 - (5) The Supplier acts exclusively as an independent contractor and has no right or legal authority, express or implied, to create or assume any obligation whatsoever on behalf of SEW-ES. The Supplier is in no way an agent, employee or legal representative of SEW-ES and may not, for any reason, be qualified as such. The supplier may not sign any documents on behalf of SEW-ES or in the name of any director, employee or any other agent of SEW-ES unless expressly authorised by SEW-ES in writing and by a duly authorised representative.
 - (6) The Supplier may not assign, subrogate or delegate the rights and obligations arising from this Agreement in whole or in part without the prior written consent of SEW-ES. SEW-ES may assign, subrogate and/or delegate the Order or Contract to any subsidiary of the SEW-EURODRIVE GmbH & Co KG group by notifying the Supplier in writing.
- (4) SEW-ES is entitled to use the software that could or should be included in the scope of supply and/or service, including its documentation, to the extent that this is necessary for the use of the supply or service. SEW-ES may make as many back-up copies as required without express agreement.
 - (5) SEW-ES reserves the right to request the Supplier, in writing and in good time, to change the scope and characteristics of the supplies and/or services that are the subject of the Order or Contract. If the Supplier does not send SEW-ES a written notice of such changes within ten (10) calendar days, the Supplier shall be deemed to have accepted them without any change in the price and/or other business terms included in the main Order or Contract, unless the document supporting the changes refers to other prices and/or conditions or the changes are relevant.
 - (6) The delivery of the supplies by the Supplier shall be made in DAP conditions, at the place specified in the Order or Contract, in accordance with the International Commercial Terms (INCOTERMS) in force at any given time, unless the Parties have agreed otherwise in writing in the Order or Contract. SEW-ES reserves the right to change the schedule, time, and place of delivery of the supplies, after informing the Supplier in writing.
 - (7) The Supplier shall deliver the supplies duly packaged, labelled and sealed in final packaging, in accordance with the legislation in force for this purpose. Likewise, and if applicable, the Supplier shall deliver the supplies with specific storage and use instructions. Prior to shipment, the Supplier shall inform SEW-ES of any hazardous materials included in the supplies.
 - (8) The dates and deadlines agreed in the Order or Contract are binding. In order to comply with them, SEW-ES must receive the supplies and/or services that are the subject of the Order or Contract within the specified time limits. If the supplier fails to comply, and a contractual penalty has not been agreed for this, SEW-ES is entitled to demand flat-rate compensation for losses incurred as a result of the delay. This shall be equivalent to 1% of the net price of the total Order or Contract for each full week of delay, but shall not exceed a total of 10% of the net price of the total Order or Contract. Full or partial acceptance of a delayed delivery does not constitute a waiver by SEW-ES of claims on the basis of this paragraph, without prejudice to any other legal rights that may apply.
 - (9) The Supplier declares that no claim exists regarding the design, manufacture and/or function of the supplies, and that their use, sale or subsequent supply does not in any way infringe the intellectual and/or industrial property rights or any other rights of third parties.

§ III Execution of the service provision

§ II Scope and supply

- (1) The Supplier must provide, at the time of delivery of the supplies, a correctly completed delivery note clearly indicating the Order or Contract number, the amount, date and, if applicable, the observations required in the Order or Contract.
 - (2) Deliveries must be new and of first use, free of any design defect, material defect or manufacturing defect. They must comply with any national or international regulations and/or legislation in force and applicable at the time of delivery, in particular with regard to safety and the environment.
 - (3) Partial deliveries will not be accepted unless agreed in advance. The delivery of the supplies must contain all parts that are necessary for their correct use and/or operation in accordance with the Order or Contract, even if any of the required parts are not listed in the Order or Contract. Furthermore, the Supplier shall deliver to SEW-ES, and not limited to, the operating manuals, schematics, diagrams, plans, drawings, software, inventories, list of equipment or materials, etc., in accordance with the best professional practice in the sector, those required by the applicable laws or regulations and/or those agreed in the Order or Contract.
- (1) For the provision of services, the measures referred to in section II (scope and supply) of this document shall apply.
 - (2) The Supplier guarantees that it has, and will maintain for the duration of the Order or Contract, the skills, experience, authorisations and/or permissions necessary for the proper execution of the service provision. The Supplier undertakes to use only qualified personnel who have the appropriate skills and experience for the provision of the services and to carry them out with the best practices in the sector.
 - (3) The Supplier guarantees that it will comply with all laws, regulations and other standards, including, without limitation, those relating to occupational risk prevention, social security, health and hygiene, the environment, hazardous materials and the degree of care and expertise required; and without infringing, in any way, the intellectual and/or industrial property rights or any other rights of third parties. The Supplier undertakes to hold SEW-ES harmless against the consequences of its own non-compliance.
 - (4) The Supplier shall be responsible exclusively for the employment of all personnel required for the provision of services, who may never be considered, either in law or in fact, as employees of SEW-ES. The personnel assigned, directly or indirectly, by the Supplier for the execution of the Order or Contract shall at all times remain under the sole responsibility, guidance, authority and supervision of the Supplier.
 - (5) The Supplier guarantees that it is up to date with the payment of any obligations in relation to the workers directly or indirectly involved in the provision of the services (salaries, social security contributions, compensation or other). The Supplier also declares that it is up to

General Terms and Conditions of Purchasing of SEW-EURODRIVE España, S.L.U.

date with all its tax obligations. At the request of SEW-ES, the Supplier will provide SEW-ES with the relevant proof of membership, registration with the social security authorities and tax obligations.

- (6) At the request of SEW-ES and where necessary, the supplier must provide SEW-ES with the relevant documents for the coordination of business activities for the prevention of occupational hazards, as well as the documentation proving compliance with the obligations regarding the prevention of occupational hazards.
- (7) SEW-ES reserves the right, at its sole discretion, to prohibit any personnel from accessing the construction site or installation and/or to suspend the performance of the services for reasons of safety, health and security, at any time and without any liability.

§ IV Acceptance of supply and/or provision of services - Inspections

- (1) The acceptance of the supply, assuming compliance with the requirements set out in the Order or Contract, will take place at the time of delivery or, after assembly or commissioning declared suitable, where applicable.
- (2) The supply and/or provision of services shall not be deemed to have been accepted until SEW-ES has established, after appropriate checks, by means of the relevant certification, that such supplies and/or provision of services are in accordance with the Order or Contract.
- (3) SEW-ES may at any time reject all or part of the supplies and/or services that are not in accordance with the Order or Contract, or if the quality of the supplies and/or services is inferior to that agreed. In this case, the Supplier must deliver new supplies and/or perform the services again at his own expense. Notwithstanding the above, SEW-ES reserves the right to cancel the Order or Contract, and the Supplier is obliged to reimburse the amounts actually paid, without prejudice to any damages that SEW-ES may be entitled to claim for such breach.
- (4) SEW-ES reserves the right to inspect or test the supplies and/or services that are part of the scope of the Order or Contract at any time prior to delivery and/or receipt, and the Supplier shall allow access to the facilities that SEW-ES may reasonably require for such inspection.

§ V Ownership and risk of loss

- (1) The ownership and risk of loss of all supplies or services that are part of the scope of the Order or Contract shall be deemed to have been transferred from the Supplier to SEW-ES at the time when they are actually delivered and unloaded at the destination point agreed in the Order or Contract and provided that acceptance of the supplies and/or services has taken place in accordance with the terms set out in section IV of this document.
- (2) The Supplier guarantees that all supplies or services which he transmits to SEW-ES in accordance with this clause are his property and free from encumbrances and liens and any other rights of a third party over them.

§ VI Price, invoices and payment

- (1) The prices stated in the Order or Contract shall be the full and exclusive consideration for the supplies and/or services and shall include all taxes, customs, duties and other public charges and the costs of packaging, supply, insurance, transport, delivery and installation if applicable, unless otherwise agreed in writing by SEW-ES, and are therefore considered to be full and final value.
- (2) Invoices must be sent in a single original copy to the address indicated in the Order or Contract, and the following information must be reflected in it: the tax data of the Supplier and SEW-ES; number and date of the invoice. In addition to the formal requirements of the applicable legislation, the number of the Order or Contract to which it relates must be expressly stated, with separate details of the quantities and unit prices applied to the supplies or services, the tax base, any applicable withholding tax, VAT rate and amount, and the total amount of the invoice.
- (3) Under no circumstances may invoices be issued against the simple signing of the Order or Contract.

- (4) Unless otherwise agreed in the Order or Contract, invoicing shall be made once by the issuance by the Supplier of a single invoice, the date of which must coincide with the date of acceptance of the supplies and/or provision of services.
- (5) Invoices for the provision of services, where applicable, the Supplier shall attach the relevant certificates for the services performed, duly validated by SEW-ES.
- (6) SEW-ES will pay the supplier the price of the supplies and/or services within sixty (60) days from the date of the invoice or within the period stipulated in the Order.
- (7) Payment of invoices shall not release the Supplier from his responsibilities or obligations arising from the Order or Contract.

§ VII Guarantee

- (1) The Supplier guarantees for a period of two (2) years the supplies and/or services carried out from the date of acceptance by SEW-ES in accordance with the terms set out in section IV of this document, and undertakes, at its own expense, to repair within the shortest possible time all anomalies and irregularities that prevent normal use or, where appropriate, to replace the supplies and/or redo the services or work affected.
- (2) If the supplier does not carry out the correction of the fault, deficiency or dissatisfaction notified by SEW-ES within a reasonable period of time in accordance with the date requested by SEW-ES, the latter is authorised, after informing the supplier, to carry out the repair or correction itself or through a third party, with all costs incurred being borne by the supplier. In this case, the supplier is obliged to indemnify SEW-ES against all damages caused by the supplier's failure to comply with his obligations.
- (3) The time spent in the repair, replacement or correction of defects or deficiencies, will not count within the warranty period.
- (4) The Supplier guarantees that all supplies and/or services performed have been executed in strict accordance with the applicable laws and regulations, the Order or Contract and good practice, and that they comply with the purpose and specifications required by SEW-ES.

§ VIII Import/Export control

- (5) The supplier must provide SEW-ES with any information or documentation that is required in accordance with the applicable laws, proving, where applicable, the legal import of the supplies included in the order or contract, wherein the supplier is responsible for the payment of taxes, duties, fees, contributions, etc. for the import or re-export of the corresponding goods, equipment, materials or products.
- (6) The Supplier must comply with any and all requirements of national and international export, tariff and foreign trade legislation for all supplies and services within the scope of the Order or Contract and must obtain the required export licences, unless SEW-ES or a third party, and not the Supplier, is obliged to apply for the export licences in accordance with the applicable export, tariff or foreign trade legislation.
- (7) The Supplier expressly exempts SEW-ES from any liability for any proceedings, claims, actions, fines, costs and damages arising from the Supplier's failure to comply with import/export regulations.

§ IX Insurance

The Supplier will contract and maintain, with companies of recognised prestige, the insurance contracts that may be required in accordance with the legislation and/or good practices applicable, as well as those that may be specifically required in the Order or Contract. In any case, the Supplier will have policies that sufficiently cover the risks of damage derived from its activity and products. The minimum coverage of this insurance will be 500,000 Euros per event and 1,500,000 Euros in total. At the request of SEW-ES, the Supplier must present a certificate of the insurance contract and the receipt for payment of the corresponding premium. The existence of insurance policies does not, in any case, limit the responsibilities assumed by the Supplier under the Order or Contract.

General Terms and Conditions of Purchasing of SEW-EURODRIVE España, S.L.U.

§ X Dismissal, resolution or termination

- (1) SEW-ES may withdraw from the Order or Contract, free of charge and without penalty, before the Supplier starts to execute the Order or Contract.
- (2) Without prejudice to any subsequent penalties and indemnities that may be claimed by the Supplier as compensation for damages suffered by SEW-ES, SEW-ES may terminate the Order or Contract by giving written notice to the Supplier in any of the following cases:
 - a) Failure by the Supplier to comply with any of its legal obligations, those established in the Order or Contract or in these General Conditions of Purchasing.
 - b) The Buyer has good reason to believe that the Seller is incapable of exercising its obligations, with the right to compensation for damages.
 - c) A cause of force majeure occurs that may delay the execution of the Order or Contract for more than three (3) months.
 - d) For convenience or necessity of SEW-ES.
 - e) Any other cause of cancellation or termination expressly stated in other clauses of this condition.
- (3) Upon receipt of the notice of termination or cancellation, the Supplier must immediately suspend the execution of the supply or service provision, refrain from signing any new agreements and diligently conclude any other existing agreements with subcontractors on terms satisfactory to SEW-ES. The Supplier shall undertake only those works that are necessary to safeguard and protect the executed parts. SEW-ES will pay for the scope executed by the Supplier up to the time of the notice of termination, the amount to be paid is calculated in accordance with the prices stated in the Order or Contract, always in a fair and reasonable manner. Under no circumstances shall the Supplier be entitled to compensation for immaterial or indirect damage or loss of profit.

§ XI Force majeure

- (1) Force Majeure or fortuitous event shall mean any unforeseeable circumstances or events, or which were foreseeable but unavoidable, as well as any situation beyond the reasonable control of the Parties, including but not limited to: supplier strikes, transport and services, failures in third-party supplies, failures in transport systems, natural catastrophes, floods, thunderstorms, epidemics, pandemics (such as viruses whose contagion is widespread in the jurisdiction of any of the Parties, SARS, MERS, SARS-CoV-2, etc.) riots, strikes, labour conflicts, sabotage, acts, omissions or interventions of any type of government or agency thereof, accidental stoppages at the Supplier's workshops or facilities due to breakdowns, delays or rejections in the delivery of materials or components, delays in the processing of permits or documents impossibility to obtain labour, means of transport, restrictions ordered by the local, regional, state authorities and / or supra-state public entities or recommendations made by the aforementioned authorities not to travel and/or not to work, individual and/or collective lockdowns or similar, and in general, any other fact derived from analogous situations that prevents or significantly hinders the regular fulfillment of contractual obligations, and other causes of force majeure envisaged in the current legislation which directly or indirectly affect the activities of the Parties.
- (2) Neither Party shall be liable for the delay or failure to comply provided that the conditions mentioned in the previous point prevent them from fulfilling their obligations and that no negligence has occurred on the part of either Party.
- (3) In case of a force majeure event, this Contract shall be suspended for the duration of the event determining force majeure. For this purpose, the Party that is not be able to fully or partially comply with its obligations must send a communication as soon as possible informing the counterpart about the determining events of the force majeure and its expected duration.
- (4) Additionally, the Parties undertake to collaborate and make their best efforts to find a solution allows the fulfilment of contractual obligations (in natura, by equivalence or alternative) as soon as possible.
- (5) In the event that the causes of force majeure or fortuitous event persist for a period of more than three months from the onset, the Parties shall negotiate to try to find a fair and appropriate solution to the situation within thirty days.

§ XII Responsibilities

- (1) The Supplier represents and warrants that it will comply with any and all laws, regulations and other rules applicable to the supplies and/or services provided. All warranties given by the Supplier shall extend to the successors, assigns and customers of SEW-ES, as the case may be
- (2) The Supplier is solely responsible to SEW-ES for the proper execution of the Order or Contract, including any obligation to repair the damage and compensate for any loss caused. The approval by SEW-ES of documents or proposals prepared by the Supplier or his personnel assigned to the fulfilment of the Order or Contract, or the performance of inspections, supervisions, tests or trials, even to the satisfaction of SEW-ES, does not release the Supplier from this liability, nor does it imply that this liability is to be shared by SEW-ES.
- (3) Recommendations or observations made by SEW-ES during the execution of the order or contract or in the course of supervision, tests or trials do not release the Supplier from this responsibility or mitigate it, nor do they excuse the Supplier from complying with the terms of the order or contract, except in cases where SEW-ES requires the implementation of such recommendations or observations and the Supplier expressly reserves the right to do so.
- (4) The Supplier shall defend, indemnify and hold harmless SEW-ES and its employees, managers and directors from any civil or criminal action and from all losses, injuries, damages, costs or expenses (including court costs and legal representation expenses), caused, arising out of or relating to the direct or indirect performance and/or non-performance, whether by action or omission, by the Supplier (or its employees, officers, agents, contractors or subcontractors) of the Order or Contract or the breach of any applicable legislation, including without limitation, breach of Supplier's warranties.

§ XIII Confidentiality and data protection

- (1) The execution of these general conditions of purchase, as well as the Order or Contract to which they are applicable, does not imply access to personal data owned by the other party, with the exception of the identification, contact and capacity data that, where appropriate, are established in this document or in other documents to which these general conditions are applicable. In the event that in the development of this document the Parties should warn of the need for one of the Parties to have access to other personal data owned by the other Party, both Parties shall formalise a new agreement containing any obligations that may be required of the Parties by virtue of Organic Law 3/2018, of 5 December and Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "PGN") or any provision replacing, supplementing or building upon it.
- (2) Without prejudice to the above, the Parties inform the representatives bound by this document that, in accordance with the provisions of the RGPD and other applicable regulations, their personal data will be processed by each of the Parties, in order to allow the maintenance of their contractual relations.
- (3) Likewise, the Parties guarantee to comply with the duty of information with respect to their employees whose personal data are communicated between the Parties for the maintenance, execution and fulfilment of the contractual relationship.
- (4) The legal basis that legitimates the processing of subjects' data is the need for the conclusion and execution of these general conditions and the other documents to which they are applicable.
- (5) The data provided will be kept for as long as their deletion is not requested by the Party concerned.
- (6) In any case, those affected may exercise their rights of access, rectification, cancellation/suppression, opposition, limitation and portability before the corresponding Party by means of written communication to the address (postal and electronic) provided for this purpose by the Parties, providing a photocopy of their national identity card or equivalent document and identifying the right requested. In the case of SEW-EURODRIVE ESPAÑA, S.L.U., postal communications may be sent to Parque Tecnológico de Zamudio, Edificio 302, 48170 Zamudio, Vizcaya or to the e-mail address sew.spain@sew-eurodrive.es.

General Terms and Conditions of Purchasing of SEW-EURODRIVE España, S.L.U.

- (7) The personal data may be disclosed to those companies that provide services to the Parties, related to HR management, accounting, tax matters and/or auditing. In these cases, the said companies will act as data processors, which must comply with the RGPD and other applicable regulations. These data may also be communicated to the respective parent companies, where appropriate, for purely administrative and/or internal management purposes, without in any case compromising the security of the data transmitted.
- (8) Likewise, if they consider their right to personal data protection to have been infringed, they may file a complaint with the competent data protection authority.

§ XIV Disputes - Jurisdiction - Invalidity

- (1) The Order or Contract, as well as, all non-contractual obligations or any others arising from or in connection with the same, shall be governed by and interpreted in accordance with the laws of the Spanish State, with the express exclusion of any conflict of laws that might lead to the application of the laws of any other jurisdiction.
- (2) Any dispute arising directly or indirectly from this Order or Contract shall be submitted to the Courts and Tribunals of Bilbao, with express waiver of recourse to any other Forum.
- (3) The provisions set forth in this document do not, under any circumstances, imply the reversal of the burden of proof.
- (4) In the event that any of the provisions of the Order/Contract or these General Conditions of Purchase are declared illegal, null and void or unenforceable in whole or in part, such invalidation, nullity or unenforceability shall not extend to the remaining provisions, which shall remain in force.

§ XV Validity

These General Conditions of Purchasing shall take effect on the first of March two thousand and twenty-one, cancelling and replacing any others of a previous date, term or effectiveness. All orders and/or contracts accepted prior to the first of March two thousand and twenty-one, will be governed by the conditions in force at the time of contracting.