

2020



CALDITEC, SA

**[GENERAL PURCHASE
CONDITIONS]**

1. SCOPE

1. Following General Purchase Conditions will apply to all acquisitions of goods and services made by CALDITEC, SA.
2. General Purchase Conditions will be sent with our first request for quotation or first purchase order and must be returned duly signed by the Supplier before delivery of any product or service. On all purchase orders, reference will be made to these general conditions.
3. The presentation of the offer to CALDITEC, SA means the acceptance of these General Purchase Conditions by the Bidder (as described in clause 2). In case of awarding the contract or order, they will be considered contractual between the parties.
4. Current General Purchase Conditions will be applicable on all those matters that have not been specifically regulated on Particular Purchase Conditions (if any), or in the request for quotation for products or services, or in any additional documents of the request.
5. Any exception to these General Purchase Conditions by the Supplier (as describe in clause 2) will only be valid if parties agree in writing.

2. DEFINITIONS

Related to these General Purchase Conditions, the following words and expressions shall have the meaning assigned to them below.

Contractual Documentation: Set of documents included in the Contract, Purchase Order / Order or offer, and any other additional documentation referenced in any of these documents, as well as modifications and subsequent changes agreed by parties and duly documented and informed. In case of discrepancy between several documents, the order of priority will be as follows:

1. Contract, together with Particular Conditions or Technical Specifications, if any
2. Purchase Order / Order or accepted offer
3. General Purchase Conditions

Request for Quotation: Set of documents through which CALDITEC, SA requests a quotation for delivery of goods or performing of a service.

Offer: The proposal made by a bidder as his answer to a Request for Quotation.

Bidder: Natural person or legal entity that submits an Offer for services and/or products to CALDITEC, SA.

Buyer: Natural person or legal entity that, when an Offer is submitted, makes the acquisition of a good or a service under these General Purchase Conditions. For the purposes of this document, CALDITEC, SA will be the Buyer.

Contract: The document that, signed by both parties, formalizes the agreement of each purchase of products or services, in those cases where such agreement does not come into being a Purchase Order / Order accepted by the Supplier. This document includes the Particular or Specific Conditions.

Purchase Order / Order: The document that, issued by the Buyer, duly approved, formalizes the purchase agreement in those cases where such agreement does not come into being a Contract.

Particular Purchase Conditions: The document that collects, for each specific case, the additional conditions, qualifications or exceptions to General Purchase Conditions, and it is included in the Contract.

Technical Specifications: The document or set of documents that describes the technical requirements and, if applicable, procedures for checking those requirements required by the Buyer in each order.

Supplier: Natural person or legal entity that, having previously submitted the offer to CALDITEC, SA., will supply the product and / or service described on its proposal.

OT: The work order (project) for which it is supplied the ordered good or service.

3. REQUEST FOR QUOTATION - AWARDING

3.1. Request for Quotation

CALDITEC, SA will send a request for quotation to the Bidder for the acquisition of its services and / or products, to which the Bidder will answer as soon as possible.

Request for quotation will include:

1. Particular Conditions
2. Technical Specifications
3. General Purchase Conditions

Offers must have a minimum validity period of 15 calendar days.

3.2. Awarding

CALDITEC, SA is free to accept the offer that, under its opinion, he considers as the most convenient at any time.

The formalization of the award will be carried out by means of a Contract, a Purchase Order or, otherwise, by means of a budget or accepted rate.

4. PURCHASE ORDER

Any order sent from CALDITEC, SA, which is not formalized under a Contract, will be backed up by a Purchase Order / Order or, otherwise, by an accepted budget.

Purchase Order / Order includes the description and features of goods or services to be supplied:

- Product or service description
- Quantity
- Unit price and total price
- Date and place of delivery
- Payment terms

4.1. Order acknowledgement

A Purchase Order will be considered accepted if there is no claim by the Supplier within 48 working hours after sending it.

4.2. Modifications of the order

CALDITEC, SA, will have the right, at any time, to make changes or variations in the Purchase Order/s and/or Order/s. If CALDITEC,SA requests a change, the Bidder must communicate, within 48 working hours following to the request, any variation that it may entail in the offered conditions. If CALDITEC, SA agrees, the corresponding modification will be signed. Any modification, even minor, will be included in a new revision of the Purchase Order / Order or in an addendum to it and sent to the Supplier.

In the event that Supplier detects any mistake in the Purchase Order / Order, he will have to indicate it to the Buyer within a maximum period of 48 hours in order to include any necessary modification in the document.

5. DELIVERY, INSPECTION AND ACCEPTANCE

5.1. Delivery

The shipping and delivery of goods and products will be carried out according to the Incoterm 2020 "DDP" (Delivery Duty Paid). Supplier commits himself to comply with the final delivery date and any partial delivery dates set in the order.

All packages, boxes, parcels, etc., will have to be duly packed for transportation, conservation and storage. Supplier will be responsible for damages due to hits, oxidation, etc., attributable to improper product protections. Supplier agrees to assume all extraordinary costs due to defective or incorrect packaging, as well as from incorrect handling or transport. Furthermore, Supplier will also assume the expenses related to damages and flaws that products may have during its shipment until the reception at CALDITEC, SA facilities by the Buyer.

Generally, and unless expressly agreed and indicated in writing, all deliveries to CALDITEC, SA will be at its facilities in Tarragona.

5.2. Inspection

CALDITEC, SA retains the right to inspect all contracted materials and/or equipment upon receipt of them. Supplier agrees to bear costs of any test or inspection that could disclose that materials, goods or services inspected are not in accordance with the Purchase Order / Order, including returning shipping costs.

5.3. Acceptance

Deliveries before or after the agreed date will not be accepted without the express written consent of CALDITEC, SA.

CALDITEC, SA retains the right to reject the goods by means of a simple letter, email or fax, in case of the product does not meet the agreed requirements or due to non-compliance with the delivery conditions.

Delivery of different quantities than ordered will be not accepted.

6. SUPPLIER'S ORGANIZATION

Supplier will act as an independent entrepreneur in the fulfillment of the order and will be fully responsible for the selection and supervision of its own personnel or its subcontractors' personnel, in charge of carrying out the order. Especially, it will be obliged to accomplish with all requirements of the labor legislation, National Health Service and HSE, as well as other Environmental laws, having

available for CALDITEC, SA applicable certifying document when required.

In relation to the above, regardless of other documents that may subsequently be requested, Supplier should have to submit quarterly certificates showing that he is up to date with its tax duties and National Health Service duties. Those suppliers providing any services in any CALDITEC, SA facilities or working centers will also have to submit a monthly copy of TC-1 and TC-2 bulletins, as well as certifying document as an evidence of paid salaries to any employee who could be working at CALDITEC, SA facilities.

6.1. Workplace Health and Safety

Supplier commits himself to comply with rules of the applicable General and Autonomous Regulations, on LABOR RISKS. Additionally, in the event that the Supplier must provide its services at CALDITEC, SA facilities, it commits himself to complete and sign, previous to start its activity, all documents related to security regulations for external companies of CALDITEC, SA and the additional documentation that may be applicable.

Specifically accepts following commitments:

1. Supplier shall be empowered and approved to issue any certificates and reports related to Workplace Health and Safety that may be required by Public Organizations or directly required by CALDITEC, SA, regarding current conditions of facilities or equipment related to the Contract.
2. Previous to start its activity, Supplier shall deliver to CALDITEC, SA a RISK EVALUATION report that could affect its employees being at CALDITEC, SA facilities, while performing those services related to the Contract, as well as the applicable PREVENTIVE MEASURES PLANNING.
3. Supplier will ensure that its employees who provide any service at CALDITEC, SA facilities have any required training in the prevention of risks referred to two previous sections, as well as all necessary information in this regard, also providing them in writing, the "preventive instructions of their workplace".
4. Supplier will have collective protective equipment (CPE's) and will provide its workers with the personal protective equipment (PPE's), duly approved, required or recommended for each workplace.
5. Supplier commits himself to collaborate anytime with CALDITEC, SA, regarding any subject related to workplace health and safety, according to the way that CALDITEC, SA requires.

6. In case of an emergency at CALDITEC, SA facilities, whatever the origin is, Supplier's employees will collaborate with CALDITEC, SA's own intervention teams on those functions assigned to them.

7. CONFIDENTIALITY AND DATA PROTECTION

Supplier agrees to keep maximum caution and secret regarding any information classified as confidential. It will be considered Confidential Information any data that the Supplier could access due to its contractual relationship with CALDITEC, SA, especially any Buyer's own information and data that Supplier had accessed during the execution of the Contract. Supplier commits himself to not to disclose such Confidential Information, as well as not to publish it or by any other way (either directly or through third parties or companies) make it available to third parties without the previous written consent of the Buyer.

Additionally, Supplier commits himself, once the contractual relationship is extinguished, not to keep any copy of Confidential Information.

Supplier will inform its staff, collaborators and subcontractors about the obligations established in the contract regarding confidentiality. Supplier will warn and issue as many documents as necessary with its staff and collaborators, in order to ensure a full compliance with such duties, and taking the consequences and responsibilities arising from possible non-compliance.

Current confidentiality's obligations established herein will have an indefinite duration, remaining into force after finishing, for any reason, of the relationship between the Buyer and the Supplier.

Both parties commit themselves to comply with all obligations given by current regulations on personal data protection, especially Regulation EU 2016/679 of April 27, 2016 ("RGPD") and Organic Law 3/2018, of December 5, on Personal Data Protection and guarantee for digital rights.

8. SUBCONTRACTS

In case of any subcontract by the Supplier, Supplier shall previously notify CALDITEC, SA in writing, informing about which parts of the order / contract would be made by the subcontractor and the accrued amounts.

Any subcontract will always require an express written consent of CALDITEC, SA.

Those subcontracted parts by the Supplier to third parties may never exceed 50% of the order or contract amount, unless expressly agreed in writing between both parties.

Under no circumstances may the Supplier subcontract any part of the order / contract to persons/companies affected by bankruptcy or unable to contract.

Whatever happens, Supplier shall take on full responsibility towards CALDITEC, SA for all actions carried out by subcontracted companies. In the event that Supplier fails to fulfill its payment obligations to subcontractors, CALDITEC, SA shall be empowered to pay directly to subcontractors any provided service, regardless of any action for damages' compensation that CALDITEC, SA may start against the Supplier.

Additionally, Supplier commits himself, in any case, that the subcontracted company and its staff assumes the confidentiality commitment assumed by the Supplier with CALDITEC, SA. However, in any case, Supplier will directly answer before CALDITEC, SA.

It will be mandatory that subcontractors deliver directly to CALDITEC, S.A. documentation indicated in clause 6, in the same terms and conditions as the Supplier is obliged to do so.

9. PRICES

Prices are fixed prices for all intents and purposes and will remain unchanged by the Supplier, without any possibility to any revision or variation, unless parties have expressly agreed otherwise.

Prices include the complete scope of supply in the purpose of the contract as well as any additional that the Supplier should include or carry out for its fulfillment (including, among other expenses: packing, insurances and transport to the agreed delivery place). Only VAT is excluded.

When unit prices have been agreed, total contract amount will be the result of applying those prices to the actually supplied quantities.

10. INVOICING CONDITIONS AND PAYMENT

10.1. Invoicing

Invoices must be submitted, unless otherwise indicated, to PO Box 828 in Tarragona (Spain),

before the fifth day of next month following the delivery of goods or the finish date of the service, at the latest, in order to keep its expiration date.

Supplier must submit delivery notes, duly acknowledged by the recipient, to the person in charged in CALDITEC, SA, in order to carry out the **corresponding invoice confirmation**.

It will be not accepted the invoicing of any concept not specifically indicated in the Purchase Order/Order, OT number or equivalent Contractual Documentation.

It won't be processed any invoice not submitted with quality certificates for supplied materials.

10.2. Payment

Payments will be made according to conditions indicated in the Contract Documentation. Otherwise, CALDITEC, SA will make the payment, by means of bank transfer to the account number provided by the Supplier, of invoices issued by the Supplier within 60 days after the correct receipt thereof, according to Law 15/2010, of July 5, where measures against late payment in commercial operations are established.

Payment of the agreed price does not mean in any way that CALDITEC, SA considers that the contractual supply has been carried out properly by the Supplier, and waives rights that may correspond in front of the Supplier, expressly reserving its application, without prejudice to the payment made, which must compulsorily cover both in the way as in the conditions and terms, according to law/s in force as well as in the use of the instruments commonly accepted in law and in the financial and commercial market/s, and in the conditions and other that could be joined in the future according to SEPA (Single Payments Area).

11. PENALTIES

Non-compliance by the Supplier of the delivery dates or execution terms, both partial and final, will be penalize by considering the values agreed between CALDITEC, SA and the Supplier.

When no specific agreement in this regard exists, nor prevail specific sectoral laws or regulations, a penalty of 0.5% of the total contract amount will be generally applied per working day of delay in the service or product delivery, up to a maximum of 10% of the total contract amount, without prejudice to any action for damages' compensation that may be performed by CALDITEC, SA.

In case that defects arise in materials or equipment (whatever their origin), both in their

manufacturing and/or performance, CALDITEC, SA may apply same penalty as previously described until finishing an appropriated repair or replacement, without prejudice to any action for damages' compensation that may be performed by CALDITEC, SA. For the aforementioned purposes, CALDITEC, SA will inform the Supplier about the detected defect and date to replace or start with the repair.

It will be at Supplier's expenses any compensation for damages to third parties as a result of its action or defaults, with the limitations that may be established by the specific legislation for each type of goods, equipment or service (for instance, Transportation Planning Law).

If some works must be repeated due to manufacturing defects before its completion or delivery to CALDITEC, SA, Supplier commit himself (at its own cost) to repair the item and/or restore the incident, without prejudice to any action for damages' compensation that may be performed by CALDITEC, SA.

12. GUARANTEES AND PRODUCT LIABILITY

Supplier guarantees the products, goods and equipment against any design or manufacturing defect for a period of **two years** from commissioning and commits himself to replace or repair to the satisfaction of CALDITEC, SA those defective ones. Cost of replacement or repair and all expenses arising to CALDITEC, SA for this reason will be defrayed by the Supplier, even when they are carried out outside its premises.

Adjustments, tasks, repairs or replacements must be done within the period indicated by CALDITEC, SA, in the least harmful way for him. Otherwise, CALDITEC, SA may carry out the necessary work by itself or by third parties at the Supplier's expense and without losing the warranty.

Warranty period will be extended with the required time to carry out the adjustments, tasks, repairs or replacements that should be carried out in each case, which will in turn be guaranteed, from its termination, for an equal period to the warranty period.

Supplier also guarantees that the products, goods and equipment are duly approved and comply with all applicable regulations in force and, in particular, with all that related to product safety, obliging, accordingly, to indemnify, defend and hold harmless to CALDITEC, SA against any demand, claim, expense, responsibility, fine, loss, cost and damage, including lawyer's fees, that it may incur in relation to supplied products, goods and/or equipment. Supplier fully assumes responsibility for loss or wear of goods, property

of CALDITEC, SA that are temporarily in its possession, whether for handling, transport, safekeeping or any other reason, and guarantees to CALDITEC, SA, being obliged to prove by means of documents, if required, that it has the appropriate insurance to cover any damages.

13. TERMINATION

The following will be causes for termination of the contractual relationship:

- A. Death or incapacity of the Supplier or the extinction of the legal entity (supplier's company).
- B. Agreement between parties.
- C. Transformation, merger, absorption, global assignment of assets and liabilities or demerger of the supplier's company.
- D. Supplier's breach of its contractual obligations.
- E. Verification by CALDITEC, SA of any neglect or non-compliance with tax, National Health Service or HSE regulations or any non-presentation, in due time and form, of documents and/or certificates to prove compliance with those regulations.
- F. The situation that could wonder about the solvency of the Supplier.

In the event that the Supplier does not fulfill any of its contractual duties, CALDITEC, SA may terminate the contractual relationship, being enough for it to notify the Supplier in writing and paying the amount of the supply correctly completed to that date, deducting any applicable cost and without prejudice to any action for damages' compensation that may be performed by CALDITEC, SA. Supplier shall not be entitled to any payment of an amount as additional compensation.

14. JURISDICTION

Parties will endeavor to friendly solve all questions related to the interpretation and fulfillment of the Contract Documentation.

In case that parties cannot friendly solve all the litigation issues that may arise from this document, they will be submitted to the Courts and Tribunals of the city of Barcelona (Spain), expressly waiving any other applicable jurisdiction.