1. General.

- 1.1. These General Conditions of Purchase shall apply to all purchases made by Industrias Jacinto Herrero S.L., with registered office at Polígono Industrial de Guarnizo, Parcela 80, ASTILLERO (EL) 39, C.P. 39611, Cantabria (hereinafter "the Purchaser"), in connection with the procurement of equipment supplies, acquisition of raw materials, materials and goods in general, and/or works and/or services (hereinafter, "Goods and/or Services"), which shall be governed by the following order of priority: (1st) by the particular conditions and specifications of the order and/or contracts (hereinafter, "Order"), (2nd) by these General Conditions and, (3rd) as not provided herein, by the rules of the Spanish legal system.
- 1.2. Any modification of these General Conditions, as well as any condition or requirement of the Supplier which conflicts with or modifies these General Conditions, shall only be valid if expressly accepted in writing by the Purchaser and incorporated by the Purchaser in the Order. The conditions accepted and included in the Order shall prevail over the conditions contained in former orders, offers, communications or both.
- **1.3.** These General Conditions of Purchase shall prevail, in any case, over the General Conditions of Sale of the Supplier, the application of which is expressly excluded.

2. Acceptance of the Order and Modifications.

- **2.1.** Supplies must always be the subject of a purchase order, either individually or as part of a program agreed between the parties (hereinafter referred to as "the Order"). Orders shall be made by mail, fax, or any electronic means that has been agreed upon.
- **2.2.** Unless otherwise agreed, the Supplier shall return, within seven calendar days from the date

- of issue of the Order, its written acceptance thereof. These General Conditions of Purchase shall be deemed to be accepted upon receipt of the written acceptance.
- 2.3. The Order shall nonetheless be deemed automatically to have been accepted by the Supplier if: (i) the aforementioned deadline has expired without the Supplier having registered its rejection in writing thereof, or (ii) the Supplier has commenced execution of the object of the Order, or (iii) the Purchaser has received the object in whole or in part, whichever should occur earlier. In all the aforementioned cases these General Conditions of Purchase shall be deemed to have been accepted.
- **2.4.** In the event that the Supplier issues the acceptance of the Order with any modifications, the express written acceptance of the Purchaser shall be strictly necessary for these modifications to become valid and form part of the Order.
- **2.5.** The Purchaser shall be entitled to cancel the Order, without prejudice and without cause, at any time prior to the express acceptance of the Order by the Supplier.
- 2.6. In the case of an order within the framework of a program agreed between the parties, the Purchaser shall periodically send a Delivery plan containing quantities as well as delivery dates. Supplier shall deliver the Goods according to the above plan. Any problems detected with respect to performance shall be reported to Purchaser within 24 hours of becoming aware of them.

The Delivery plan shall contain the production schedule for the following weeks, not being a firm order, unless otherwise specified in the Delivery plan.

3. Prices, Payment and Invoicing.

3.1. The prices set forth in the Order are fixed, binding, and not subject to revision and include,

unless otherwise agreed in writing, all costs and expenses that may be incurred until full performance of the Supplier's obligations under the Order and that have not been expressly identified in writing as the Purchaser's responsibility, as well as all taxes, including Value Added Tax (VAT). In particular, unless otherwise agreed in writing, the prices set out in the Order shall include the cost of packaging, as well as the price of transporting the goods to the place of delivery indicated in the Order or, failing this, to the following place of delivery:

Polígono Industrial de Guarnizo, Parcela 80, ASTILLERO (EL) 39, C.P. 39611, Cantabria.

- **3.2.** The prices fixed in the Order, or in any other specific agreement expressly agreed by the Parties, are based on delivery DDP Guarnizo (ICC Incoterms 2020), unless otherwise agreed in writing.
- **3.3.** Unless otherwise stated in the Order or in any written agreement between the Parties, invoices issued by the Supplier shall be due 60 (sixty) days from the date of invoice, and shall be paid by bank transfer, keeping as payment date the 10th or 25th day following the due date.
- 3.4. The Goods and/or Services supplied shall be invoiced either fortnightly or monthly. The Purchaser shall immediately return any invoices that do not contain exactly each and every one of the following data or that do not comply with any of the conditions set forth below:
 - Invoices shall be submitted in digital and/or paper format, being a maximum of two invoices per month, and must be in the possession of the Purchaser within a maximum of 3 (three) calendar days from the date of issue. In other words, the invoices at the end of the

- month must reach the Purchaser before the 5th of each month. Invoices can be sent to the following email address: administracion@jacintoherrero.com
- Invoices received after the date indicated in the previous point are postponed to the following month, for accounting and due date calculation purposes.
- The invoice must contain the following data correctly: Order number, place and date of issue of the invoice, supplier data, name and surname or company name, full address, tax identification number or code, recipient data (address and Tax Identification Number number), detailed description of the Goods and Services that are the subject of the invoice and, where appropriate, Industrias Jacinto Herrero reference of the Product, total amount of the invoice, expressly stating the applicable VAT rate, the base on which it is applied and the VAT rate.
- 3.5. The invoice may not be issued until all of the Goods and/or Services covered by the Order have been delivered and/or performed in accordance with the invoicing milestones set forth in the Order. The invoice shall only include Goods and/or Services that have been finally delivered/performed. Purchaser shall be entitled to reject, without prejudice, invoices which do not comply with these conditions.
- 3.6. The Purchaser shall be entitled to set off all its payment obligations arising from the purchase of Goods and/or Services against any amount owed to it by the Supplier. In such case, the Purchaser shall be expressly authorized by the Supplier to issue the corresponding invoice and

to set off the amount thereof against any debts the Supplier may have with the Purchaser.

4. Packing.

- **4.1.** The Goods which form the object of the Order must be properly packaged, and the Supplier must adopt all measures required for their appropriate security in accordance with their characteristics, the means of transport and the conditions of the route and the delivery location. European Union regulations must be strictly fulfilled.
- **4.2.** Under no circumstances will charges be accepted for the reshipment of reusable packaging, unless expressly accepted by the Purchaser.
- **4.3.** The Supplier shall be liable for any damage or loss which the Goods covered by the Order may suffer as a result of improper packaging or handling and/or which does not comply with the specifications provided for in this clause.
- **4.4.** The Supplier's name and the Order number, as well as any marking that may be required in particular, shall appear on a visible part of the packaging. A copy of the delivery note shall also be included inside the packaging. Orders may be rejected, without prejudice to the Purchaser, if such requirements are not fulfilled.

5. Delivery and Transport.

5.1. Unless otherwise stipulated in the Order or in any other specific agreement expressly agreed between the Parties in writing, delivery shall be made under "DDP Guarnizo" conditions (Incoterms 2020 ICC), accompanied by the corresponding delivery note which shall contain the following information: Supplier's details (Supplier's name and number), Order number of Industrias Jacinto Herrero, Industrias Jacinto Herrero Product reference and full name, actual

- quantity shipped, date and document number, number of packages, net weight and gross weight.
- **5.2.** In the absence of any express stipulation to the contrary, if the Order does not specify a specific delivery date and only establishes the delivery period, the delivery period shall start to run from the date of issue of the Order.
- 5.3. The Supplier undertakes to deliver the Goods and/or Services in accordance with the practices and standards of the industry, with the laws, regulations and other legislations in force applicable to safety, hygiene, environmental protection, labor law, both in the countries where the supplies are manufactured and in those where the Goods in which they are incorporated are marketed.
- **5.4.** The Supplier shall deliver the Goods and/or Services in accordance with the specifications explicitly detailed in the Order and other documents governing the relationship between the Purchaser and the Supplier by means of: detailed description of the Goods and/or Services covered by the Order; reference to the drawing of the part, always applying the last drawing level, unless expressly stated otherwise; reference to the description contained in the Supplier's offer or quotation, except for those specific aspects for which a detailed description is necessary.
- **5.5.** No advance or partial deliveries may be made without the express consent of the Purchaser.

6. Transfer of Ownership and Risk.

6.1. Ownership and risks of loss or damage with respect to the Goods and/or Services shall not be transferred to the Purchaser until the point of delivery and acceptance by the Purchaser at the place specified in the Order, the Supplier bearing all responsibility and liability for any damage and

loss suffered by the equipment, installations and materials or tools of any type under the responsibility of the Supplier, whether of the Purchaser, of the Supplier or of a third party, which are, among other aspects, attributable to inappropriate packaging, transportation, handling or execution, or any other cause, whether established or not. The Purchaser may under such circumstances reject the Goods and/or Services and demand compensation for the damages caused to the Purchaser. All this is without prejudice to the defects detected or occurred after delivery, in which respect the provisions of clause 11 shall apply.

6.2. Any clause regarding Retention of Title intended, directly or indirectly, to subordinate in any way the transfer of ownership of the Goods and/or Services to the total payment of the price shall be deemed not to have been made.

7. Partial acceptance and rejection of the supply.

- **7.1.** The delivery and receipt of the Goods or the completion of the Services does not imply their final acceptance by the Purchaser.
- 7.2. The Purchaser may reject Orders by simple letter, telefax, e-mail or any other agreed electronic means, in case of non-delivery on time, incomplete or excessive delivery, with quality defects, or in non-conformity with the Order specifications and/or documentation for any reason whatsoever. Any rejected Order shall be returned to Supplier at Supplier's expense, at Supplier's risk.
- **7.3.** In the event that Purchaser considers the supply of the Goods and/or performance of the Services to be incomplete, defective or nonconforming, Purchaser shall have the option to cancel the Order in whole or in part, to require the proper supply of the Goods and/or performance

of the Services again, or to call upon a third party to make, modify or complete such supply and/or performance, all costs incurred being for Supplier's account.

7.4. The Supplier shall indemnify the Purchaser for all damages, material and immaterial, including any damage to Industrias Jacinto Herrero's image, direct and indirect cost overruns and damages (scrap, storage, sorting, replacement costs, repairs, tool breakage, breakdowns, production stoppages of Industrias Jacinto Herrero or its clients, or both, recall campaigns, etc.) arising from its failure to comply with its obligation of proper delivery, including but not limited to its obligation to deliver within the delivery times and dates, quality and quantities specified in the Order or in the Delivery Schedule.

8. Inspection of Goods and/or Services.

- **8.1.** Purchaser shall in no event be under any obligation to test or inspect the Goods and/or Services purchased. However, when the Purchaser deems it convenient, appropriate checks shall be carried out before or during the use of the Goods and/or Services.
- **8.2.** In the case of materials or components intended for the manufacture of Goods, they may be checked at the Purchaser's discretion at the Supplier's premises, either by the Purchaser's personnel or by the personnel of its clients.
- **8.3.** In any case, the checks carried out by the Purchaser shall not constitute final acceptance of the Goods and/or Services supplied.

9. Insurance.

9.1. The Supplier shall take out an insurance policy, appropriate to the particular circumstances of the supply, with an insurance company of recognized solvency, in compliance with Purchaser's conditions and shall provide

proof thereof at Purchaser's request. This insurance shall in no event constitute a limitation of the Supplier's liability.

9.2. The policy arranged in accordance with the terms of paragraph above must at least include the following: Employer's Civil Liability, Cross Civil Liability, Operational Liability and Liability for Goods and/or Finished Works and Bonds in civil or criminal cases. The Purchaser may establish the limits and geographical scope of the guarantees specifically declared in each case.

10. Quality.

- **10.1.** The Goods and/or Services supplied by Supplier shall comply with the quality standards and conditions indicated by Purchaser.
- **10.2.** The Supplier must have at least ISO 9001:2015 Quality Certification. In case of lack thereof, the Supplier shall fill in and complete the documents provided by the Purchaser in this respect.
- **10.3.** In the event that the Goods supplied by the Supplier are defective in quality, the provisions of the following clause on warranty and treatment of defects shall apply.

11. Warranty.

- **11.1.** Supplier is responsible for supplying the Goods and/or performing the Services subject of the Order free of shortcoming, defects, deficiencies and/or apparent or hidden faults.
- **11.2.** The warranty period shall be as specified in each Order. It shall in default thereof be assumed to be two (2) years from delivery and acceptance of the Goods and/or Services by the Purchaser.
- 11.3. Supplier is obliged to rectify, at Purchaser's option and free of charge, any defect, shortcoming, or fault in the Goods and/or Services supplied, by (i) replacing the Goods and/or Service with another of identical quality

and characteristics, (ii) repairing the defective Goods and/or Services or (iii) reimbursing the amounts paid by Purchaser, at Purchaser 's option, without prejudice to any compensation for damages that may have been caused to Purchaser.

- 11.4. Those parts of the Goods and/or Services and/or Services subject to repair, substitution, reconstruction, adjustment or modification under the terms of the warranty shall once again be guaranteed for a further warranty period equal to the initial period, beginning on the date when they are again made available. The total warranty of such Goods and/or Services shall be extended by a period equal to the time during which they were inoperable as a result of the repair, replacement, reconstruction, adjustment or modification.
- 11.5. If Supplier fails to comply with its obligation to correct any deficiencies, defects, faults or defects immediately in the terms set forth above, Purchaser may remedy them itself or through a third party, and Supplier shall bear all costs arising therefrom.
- 11.6. The Supplier shall also bear any costs that may arise from the breach of this warranty, the rectification of defects, as well as any consequences that such defects, deficiencies or faults may have caused the Purchaser. In particular, the Supplier is obliged to hold the Purchaser harmless against all claims or demands of third parties brought against the Purchaser which have their origin or basis in the defects or faults in the Goods and/or Services supplied by the Supplier, the latter assuming all damages of any kind, direct or indirect, both for consequential damage and loss of profit, arising for the Purchaser as a result of such claims or demands.

11.7. Provisional acceptance and approval and/or payment of the invoice does not relieve the Supplier of its liability in the event of occurrence or detection of defects in the Goods and/or Services after delivery and/or performance.

12. Spare Parts.

- 12.1. The Supplier is obliged to guarantee the supply and availability of spare parts for a period of at least 15 years after the end of production (End of Production or "EOP"). The Supplier undertakes to maintain in good condition the tools and equipment necessary for the production of the spare parts, as well as all corresponding drawings, designs and manufacturing processes, until the end of the aforementioned period.
- **12.2.** The prices of the spare parts shall be agreed between both parties upon end of production.

13. Production Equipment.

- **13.1.** All tools, instruments, dies, molds, specifications, drawings, jigs, templates, patterns and any other materials (hereinafter referred to as "Production Equipment") which the Purchaser makes available to the Supplier for the execution of the Order or which the Purchaser finances or purchases, either separately or as part of the unit price, shall remain or become the property of the Purchaser.
- 13.2. The Production Equipment shall be handled by the Supplier, which may not use it for any purpose other than the execution of the Order, unless expressly authorized in writing by the Purchaser. The Purchaser's Production Equipment shall be visibly marked by the Supplier as the property of the Purchaser and shall not be mixed with the Supplier's property or

that of a third party. The Production Equipment shall not be modified, destroyed, copied, reproduced, replaced or removed from the Supplier's premises without the prior written authorization of the Purchaser.

- 13.3. The Supplier shall be responsible for maintaining the Production Equipment in good working order and condition (including repairs and replacements) at its own expense and the Purchaser shall have the right of access to the Supplier's facilities for inspection. For this purpose, the Supplier shall insure the Production Equipment with comprehensive insurance against fire and extended coverage for its replacement value.
- **13.4.** The Supplier shall be liable to the Purchaser for the loss and damage that the Production Equipment may suffer, as well as for any damage caused, including to third parties, as a result of its use, exempting the Purchaser from any claim that may arise therefrom.
- 13.5. The Supplier undertakes to return the Production Equipment without delay and in perfect condition at the Purchaser's request. In any case, upon termination of the contractual relationship between the Parties or at the request of the Purchaser, the Production Equipment shall be immediately made available to the Purchaser or delivered by the Supplier to the Purchaser, unless the Purchaser authorizes the Supplier in writing to dispose of it.

14. Industrial and Intellectual Property.

14.1. The Purchaser reserves its industrial and intellectual property rights over images, drawings, calculations, designs, plans, knowhow, inventions, technologies, software and any other documents and information. The Supplier is expressly prohibited from using the Purchaser's industrial and intellectual property

rights for purposes other than the proper fulfillment of the Order, as well as from copying or reproducing them in whole or in part or assigning their use to third parties without the prior written consent of the Purchaser.

- **14.2.** The Supplier guarantees to the Purchaser and is obliged to provide documentary evidence, if required, that it has the legitimate ownership of the registrations of trademarks, patents, utility models, industrial designs, or the corresponding licenses on such rights that are necessary for the fulfillment of the object of the Order, and that they do not infringe the rights of third parties.
- 14.3. Supplier releases the Purchaser from any liability, damages, costs and expenses arising directly or indirectly from any breach or infringement in relation to any patent, utility model, trademark, design or copyright in any country, including Spain or other destination country designated in the Order, and agrees to do all things necessary to hold Purchaser harmless and indemnify Purchaser from and against any claims or suits which may be made against Purchaser for such infringements or breaches, including procuring at Purchaser 's sole expense any necessary patents, licenses or rights, and to indemnify Purchaser for all damages which may result to Purchaser, directly or indirectly, from any such claims or suits.

15. Termination.

- **15.1.** The following events, among others, shall be grounds for termination:
 - The dissolution and/or liquidation of any of the Parties, except within the framework of merger operations carried out within the group to which each one belongs.
 - The cessation of the activity of any of the Parties.

- Insolvency, bankruptcy or similar situation of the Parties.
- d) Any other cause for termination expressly stated in these General Conditions or the Order.
- **15.2.** The Purchaser may exercise its right of immediate termination in the event of noncompliance by the Supplier with any of its obligations, disagreement on prices, or modification or cessation of the manufacture of a product.
- **15.3**. In the event of termination for cause attributable to the Supplier, the Purchaser:
 - a) Shall have the right, but not the obligation, to purchase the Goods and/or Services already delivered and/or performed, as well as those pending delivery, paying the same in accordance with the prices set forth in the Order, and to be subrogated to the orders issued by the Supplier to its Suppliers and/or subcontractors.
 - b) It shall have the right to be indemnified for the damages it suffers as a consequence of the Supplier's nonperformance, which amount may be deducted, if applicable, from the outstanding payments to the Supplier.
- **15.4.** Notwithstanding the foregoing and the provisions specifically applicable, the Purchaser shall be entitled to terminate the contractual relationship, at any time and with no need for just cause, by giving 30 days' prior written notice to the Supplier.

16. Assignment of the order.

16.1. Supplier may not assign the Order, in whole or in part, nor subcontract the performance or execution thereof, without the prior express written authorization of Purchaser.

16.2. Should the Supplier be authorized by the Purchaser on the basis of the preceding paragraph, the Supplier shall remain solely liable to the Purchaser for the performance of the Order, the contract and/or these General Conditions of Purchase. The Supplier shall hold the Purchaser harmless and indemnify the Purchaser against any claims of the subcontractor.

17. Force Majeure.

17.1. Any delay or failure of either Party in the performance of its obligations shall be excusable to the extent that such Party is unable to properly perform its obligations due to an event of force majeure or act of God.

17.2. In particular, Purchaser shall not be liable where its failure to perform is due to a force majeure event, including but not limited to fire, flood, war, governmental acts, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including guarantine or other restrictions on employees that may affect the issuance of orders, receipt of Goods or any other obligation of Purchaser. An event of force majeure also occurs where the Purchaser's customers or subcontractors are subject to the events described above. Likewise, should the described force majeure event leads to a reduction of activity or a stoppage in the workplaces of the Purchaser. either manufacturing or commercial, the Purchaser may suspend reception and payment of the Products ordered from the Supplier, without obligation for the Purchaser to pay any indemnity.

17.3. The Supplier's ability to sell Goods at a more advantageous price, Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods, or labor

disruptions, such as lockouts, strikes and slowdowns, or any other forms of supply disruption that could be avoided through reasonable contingency planning shall not constitute force majeure or excusable delay events. The aforementioned exclusions shall also be deemed applicable in case such events affect to Supplier's suppliers or subcontractors.

17.4. Supplier shall immediately notify Purchaser of any force majeure event that may affect its obligations, providing detailed information thereon and the expected duration of such event, keeping Purchaser informed of the status of production and deliveries, and shall use its best efforts to remedy the situation if capable of being remedied, including but not limited to the adoption of alternative solutions which shall be reported for Purchaser's prior approval. If the force majeure event lasts longer than thirty (30) days, or the Supplier does not provide adequate assurance that it will cease within thirty (30) days, Purchaser may terminate the contract in whole or in part, without liability of any nature whatsoever.

18. Confidentiality.

18.1. Supplier is obligated to treat in the strictest confidence and not to disclose to unauthorized third parties any information, data, materials or documents provided by the Purchaser or to which Supplier has had access during the relationship between the Parties, whether or not designated or marked as confidential (hereinafter referred to as "Confidential Information"). Supplier shall not disclose or use such Confidential Information directly or indirectly in connection with any third party without the express prior written authorization of the Purchaser.

18.2. Supplier shall use the Confidential Information solely for the purposes of the

contractual relationship existing between the Parties and shall not use or exploit such Confidential Information for its own benefit or for the benefit of any third party.

- **18.3.** The Supplier shall ensure that its agents, employees, business partners and any other person that the Supplier involves in the development of the contractual relationship are bound by and comply with the confidentiality obligations under the terms stipulated in the present clause.
- **18.4.** In the event that the Supplier discloses Confidential Information to unauthorized third parties or has not taken the necessary measures to restrict access to the Confidential Information, the Purchaser shall be entitled to be indemnified by the Supplier for any damages caused to the Purchaser, without prejudice to any other legal measures that may be appropriate.
- 18.5. The confidentiality obligations contained in this clause shall remain in force throughout the duration of the contractual relationship between the Parties and shall survive the termination or resolution thereof, or any of its extensions, renewals or subsequent agreements for an indefinite period of time as long as the disclosure of the Confidential Information may cause damage to Purchaser.

19. Provision of Information.

The Supplier agrees to communicate to the Purchaser useful information, including: financial information, production capacity, changes in the ownership of the company, quality documentation, and any other circumstance that is relevant to the business relationship of both parties.

20. Data protection.

- 20.1. In accordance with Spanish and European legislation relating to the Protection of Personal Data, in particular with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) and Organic Law 3/2018 of 5 December, on Personal Data Protection and guarantee of digital rights (Organic Law on Data Protection or LOPD), the Purchaser serves notice that the personal data provided by the Supplier will be incorporated into a file for processing, for the purpose of maintaining the contractual relationship, control and management of purchases administration of contracting services. The legal basis for the processing of such data is the establishment of a contractual relationship between the Parties.
- 20.2. The data collected are stored in accordance with the principles of confidentiality and in accordance with the legally established security measures and will not be transferred to persons or entities other than the Purchaser, except in those cases where such disclosure to third parties is legally permitted without the prior consent of the data subject.
- 20.3. The Purchaser also informs that the Supplier may exercise its rights of access, rectification, erasure, objection, limitation of processing, portability, as well as any other rights specified in the applicable legislation, by writing to the person responsible for the file, Industrias Jacinto Herrero, S.L, Pol. Industrial de Guarnizo, Parcela 80; 39611 Guarnizo (Cantabria), attaching a copy of your identity document.
- **20.4.** You may request additional information regarding data protection at the address mentioned in the previous paragraph.

21. Assignment of rights and credits.

21.1. The Supplier may not assign or transfer to third parties, in whole or in part, rights and credits of an economic, commercial or financial nature deriving from the Order, nor undertake any other operation constituting a disposition of any title, encumbrance, commitment and/or transaction, in whole or in part, regarding the aforementioned rights or credits, without having obtained the prior consent in writing of the Purchaser, expressly for each operation.

21.2. The Purchaser may, subject to the sole requirement that the Supplier be notified, assign its collection rights or payment obligations derived from the Order to any other company belonging to the Purchaser's own corporate group.

22. Regulatory compliance.

22.1. Purchaser declares its zero tolerance for corruption and illegal practices. Supplier is obliged to desist from all practices that may give rise to criminal liability due to fraud or swindling, punishable insolvency, collusive practices, bribery, acceptance of bribes or any other criminal conduct. In the event of non-compliance with the above, the Purchaser shall have the right to immediately withdraw from or terminate all legal transactions existing with the Supplier and the right to cancel all negotiations.

22.2 Notwithstanding the above, the Supplier is obliged to adhere to all laws and regulations applicable.

23. Applicable law and jurisdiction.

23.1. These General Terms and Conditions as well as the contractual relationship between the Purchaser and the Supplier shall be governed by and construed in accordance with the Spanish Law.

23.2. Any dispute arising out of or relating to these General Conditions of Purchase, including any question relating to their existence, validity, interpretation or resolution, as well as related to the construction, performance or completion of an order or supply contract, or otherwise related to the contractual relationship between the Parties, shall be resolved by negotiation between the parties. If this negotiation results without agreement, both parties expressly submit to the jurisdiction of the Courts and Tribunals of Santander (Spain).

This provision shall also apply for disputes involving a third-party guarantor or more than one defendant and in the event of a counter-claim.

General Conditions of Purchase Industrias Jacinto Herrero S.L.

January 1st, 2022