



COM-GR-10

CONDICIONES GENERALES DE COMPRA General Conditions of Purchase

General Conditions of Purchase of GALI INTERNACIONAL, S.A., GALI in the document. As of 25 May 2024

I. Scope of application

The submission of an offer to GALI implies acceptance of these General Conditions of Purchase. All supplies or services contracted by GALI are defined by the Purchase Orders as well as by the General Terms and Conditions. Changes to the General Terms and Conditions shall have no effect unless they are submitted in writing and accepted in writing by GALI.

II. Offer – Award – Purchase Order

The particular conditions such as the maximum date of presentation of the same and the technical specifications to be fulfilled by the product shall be indicated in the Requests for Quotations. The Offers must have a minimum validity period of **30 calendar days** from the deadline for submission of the same or from the date of receipt of the same. The offer must include price and delivery period. The formalisation of the award shall be made by means of a Purchase Order or Contract. GALI shall receive within **2 working days** of the issue of the **Purchase Order** a copy stamped and signed in the sense of acceptance. If GALI does not have proof of this receipt, it reserves the right to cancel the Purchase Order. If there is any error in the Purchase Order or any condition not accepted by the Supplier, the Supplier must inform GALI within **2 working days** so that GALI can make the relevant modifications whenever GALI considers it appropriate. If any modifications are made, GALI shall send them in writing within 1 working day of their acceptance. If the Supplier does not receive them in writing, any modification requested by the Supplier shall not be valid.

III. Delivery

The goods shall be delivered on the date stipulated in the Purchase Order. In the event that the Supplier fails to comply with the date set for delivery, GALI **may choose to cancel** the Purchase Order at no cost to GALI or reject the material delivered after the agreed deadline with total or partial cancellation of the Purchase Order or apply a penalty equivalent to 5% of the amount of the Purchase Order for each week of delay with a limit of 15%. These amounts may be deducted from the amounts owed by the Buyer. In the event of receiving goods before the established date, the Supplier shall respect the date agreed in the Purchase Order.

IV. Price and terms of delivery

The price shall be the price agreed in writing without variation. Charges not stated in writing on the Purchase Order, Order or Contract will not be accepted. General delivery conditions are Incoterm DAP Sentmenat or if GALI organises transport FCA Supplier. The equipment remains the property of GALI as soon as the goods are received. For subcontracting on GALI material, GALI will retain this property during any subcontracting situation. Any notation on GALI's Purchase Order or Purchase Order shall prevail over these general conditions.

No goods will be accepted if they are transported other than as agreed in this document with GALI, otherwise GALI reserves the right to refuse the goods at no cost to the buyer.

The goods shall be suitably packaged to avoid damage during transport. For packages weighing more than 25 kg, palletisation is envisaged as long as the materials to be transported do not contraindicate this operation due to their special characteristics. Unless otherwise agreed in writing, pallets will not be returned by GALI. The goods are considered as delivered at the moment they are unloaded at our facilities, as long as they comply with the agreed conditions and characteristics, reserving the right to claim or return them carriage paid if, after the pertinent quality controls have been carried out, it is found that they do not comply with what has been agreed. This claim or return may also occur in the event that these anomalies are detected in the finished product, being possible to demand the cost of the guarantees that GALI should assume with its customers. In the event that the collection of the goods is carried out by GALI by notice from the Supplier, the delivery date for the calculation of the payment conditions - as long as the date agreed in the Purchase Order is respected - will be considered as the next working day after the notice.

V. Supplier Organization

The Supplier shall act as a totally independent employer and shall be fully responsible for his personnel or the personnel of his subcontractors. He shall be obliged to comply with all the provisions of the Labour, Social Security and Occupational Risk Prevention Legislation. In the same way, he assumes to comply with the Environmental Legislation, having to make available to GALI the documentation on these issues if required.

The Supplier shall inform GALI if it subcontracts a third party to carry out part or all of a Purchase Order. GALI must give express authorisation for the Supplier to do this subcontracting. The contracted Supplier shall assume all the responsibilities that may arise from the performance of its subcontractor.

VI. Privacy

The Supplier undertakes not to disclose any confidential data to which it may have access as a result of the contractual relationship, in particular the Buyer's own data. Likewise, the Supplier undertakes not to keep any copies of this type of information once the contractual relationship has been terminated. The Supplier shall inform its personnel and any subcontracted personnel of this obligation of confidentiality acquired, assuming the responsibilities that may arise from its non-fulfilment.

VII. Payment and Invoicing

The invoice shall include: the Purchase Order number; the delivery note numbers to be invoiced; the invoice number; the due date; the date of the invoice, always being the same or later than the delivery notes to be invoiced; the items invoiced broken down; the units per references invoiced and their unit price. GALI reserves the right to refuse to accept invoices that contain incorrect information or that are issued in a manner different from that agreed. If GALI has to wait for the receipt of any document, the date of receipt of the document and not the date of receipt of the material shall be considered as the Delivery Date. Invoices are a single document and GALI will accept or reject invoices in their entirety.

GALI will only accept the due date of invoices if they are received within 15 calendar days of the invoice date. The method of payment shall be set forth in the Purchase Order or Contract. If there are no conditions to the contrary in writing and signed by GALI, the normal form of payment will be applied, being the replenishment of funds 60 days after the date of the invoice, adjusting to the 15th and 30th of each month by bank cheque.

VIII. Warranties and Product Liability

Supplier warrants the products, goods and equipment against all design or manufacturing defects for one year from the date they are put into service. Should there be any anomaly in its operation or deterioration, the Supplier shall repair or replace the item provided to GALI's satisfaction, as well as pay the cost of the warranties that GALI should provide to its customers for reasons beyond GALI's control. The repairs or replacements to be made shall be under the same warranty conditions as those of the initial product.

The Supplier is fully responsible for any loss or damage to goods owned by GALI that may be temporarily in its possession, as well as for their correct condition. If necessary, the Supplier shall indicate to GALI the equipment or articles that should be checked or repaired for their correct functioning, provided that the deterioration or malfunctioning has not been caused by malpractice on the part of the Supplier.

The Supplier undertakes to notify GALI of any anomaly in the parts supplied by GALI in order to fulfil a Purchase Order awarded to it. This notice must be given immediately after its detection and will mean the Purchase Order in question will be paralysed. GALI, for its part, undertakes to assume the delivery of the goods and the invoicing of the work carried out on the Purchase Order up to that moment. The rest of the Purchase Order will be cancelled.

IX. Industrial and Intellectual Property

Any drawings provided by GALI are the property of GALI and the Supplier agrees not to disclose the information provided therein and not to use them to supply products to other potential customers. He also agrees not to use these drawings for his own benefit except with GALI's written consent or in order to supply GALI with his Purchase Orders.

Moulds, dies, dies and prototypes ordered by GALI are the **property** of GALI and shall be delivered to GALI upon first request. The maintenance, custody and any responsibility that may derive from them shall be the responsibility of the Supplier while they remain in its facilities.

X. Resolution

The following shall be grounds for termination of the contract:

The death or incapacity of the Supplier, as well as the extinction of the legal personality of the supplying company.

If there is the written consent of both parties.

If there are situations that could indicate the lack of solvency of the Supplier.

The existence of evidence of the Supplier's non-compliance with the contractual agreements. In this case, GALI may unilaterally terminate the contractual relationship by formalising this termination in writing to the Supplier.

Neither of the two parties shall be held liable for failing to comply with their contractual obligations as a consequence of force majeure as stated in article 1.105 of the Spanish Civil Code. This cause shall be communicated to the other party within a maximum period of 48 hours. If the cause of force majeure persists after 120 days from the Delivery Date of the Purchase Order, GALI will proceed to communicate the continuity or termination of the contract.

XI. Jurisdiction

The awarding of the Purchase Order binds the Supplier to these General Purchase Conditions as long as there is no written agreement to the contrary accepted by both parties.

In the event of any discrepancy on the interpretation of these conditions or on any point not foreseen in these conditions, the buyer and the vendor shall submit to the exclusive jurisdiction of the Courts of Sabadell, expressly waiving their own jurisdiction.