

## **GENERAL PURCHASING CONDITIONS MERCADOS MUNDIALES IMPORT EXPORT SAU.**

**1. SCOPE OF APPLICATION.** These General Purchasing Conditions (GPC) shall apply, to the exclusion of any other provisions requested by supplier, to the purchase of any kind of raw material, material, item, product, software, part and any related services (Products) offered or provided by supplier (Supplier) to Mercados Mundiales Import Export SAU (Buyer) .These GPC shall apply to all requests made by Buyer for quotations or offers, to any offers made by Supplier and are an integral part of any order of purchase (Order) placed by Buyer with Supplier or services or purchase agreements between Buyer and Supplier. For the purposes of these GPC Buyer means also any company by an entity directly or indirectly controlled by Buyer. No terms and conditions other than theses GPC, the provisions of the Order and any and all documents incorporated therein by reference shall be binding upon by Buyer unless expressly accepted in writing. No terms and conditions contained in order confirmations, prior offers or any other documental issued by Supplier shall be binding on Buyer, even if they have not been expressly rejected. No order, amendment thereof, addition or a complement thereto shall be binding on Buyer unless expressly accepted in writing in the form of an Order or change Order issued by Buyer. If individual terms of the GPC cannot be applied for any reason whatsoever, all other terms and conditions shall remain unaffected. Special provisions of an Order, specific terms agreed in writing with Supplier, and any and all documents incorporated therein which may be in contradiction with GPC, shall prevail over the corresponding GPC provisions. Nothing contained in the present GPC or any activities, expenses or actions to be carried out by Supplier in order to prepare, adapt or submit an offer to Buyer, shall be deemed as a contractual or pre-contractual relationship giving rise to obligations or liabilities of Buyer. Supplier expressly accepts that, under no circumstances, shall Buyer be held liable as a consequence of a request for quotation, or of the submission, modification, update or extension or rejection of any specific offer, neither as a consequence of its non-acceptance. Buyer's obligations and liabilities shall be limited to those set out in the relevant Order, if any.

**2. OFFERS AND ORDERS.** The offers shall set a complete and fixed price for the Products. Buyer shall submit its Orders in writing. The Order shall be deemed to be accepted by Supplier if no rejection is issued to Buyer within three days after receiving the corresponding Order. All correspondence in connection with an Order shall include the Order number and shall be marked for the attention of the competent department and/or person. All minor parts or services not shown explicitly in the Order, but required for its final completion in perfect condition of use and operation in accordance with the given technical specifications are included in the stated price.

**3. PRICE, INVOICING AND PAYMENT.** The prices set out in the Order are fixed, firm, and not subject to any revision or escalation and shall include all taxes (except VAT or equivalent), contributions, insurances and all other costs incurred by Supplier in performing the Order up to and including the Products' delivery at the final location indicated by Buyer, as well as all packing, protecting, lashing and anchoring materials and all documents, accessories, devices and/or tools necessary to ensure complete and functional use and maintenance of the Products and are inclusive of all payments for the use of any intellectual property rights, including those of third parties. After each delivery of Products pursuant to an Order, Supplier shall send the invoice established in accordance with all applicable legal and Buyer's requirements, and which shall show the Buyer's Order number and date, Supplier's references and if any, the relevant stage of contractual performance at which a down payment may be invoiced. A duly issued invoice shall be paid within 60 days from the issue date of the relevant invoice, and the only due dates for payment shall be the 10<sup>th</sup> and 25<sup>th</sup> calendar days of each month. In the event Supplier fails to comply with its obligations, Buyer may differ and/or withhold any payments. In this case, Supplier shall have no claim for interest, penalties or any other compensation. Payment of an invoice shall not constitute acceptance of any Products ordered or delivered neither a waiver of Buyer's rights. Acceptance of Products by Buyer to be valid, must be express and explicit and shall represent only Buyer's acknowledgment that the delivery has been made.

**4. PACKING AND TRANSPORTATION.** All Products shall be properly packed and provided with the appropriate markings in accordance with the applicable laws and specific requirements of each Order, in such a way that its handling, transportation and storage shall be made in perfect conditions

and its protection against any damage in any of such stages. Supplier shall be liable for any damage to the Products resulting directly or indirectly from improper, defective or insufficient packing. Products that require special packaging or a particular way of handling must carry the appropriate markings on the packaging, allowing accident-free unloading to take place. Supplier must also warn Buyer of any precautions to take when unloading dangerous or radioactive products. For any goods that are defined as hazardous or dangerous under applicable law, regulation and/or Buyer's regulations/policies, Supplier shall provide Buyer with hazardous warning and safe handling information in the form of a safety data sheet and appropriate labeling for such goods as required by such applicable law and/or Buyer's regulations/policies. When the transportation is carried out at Supplier's risk according to applicable Incoterm 2010, it shall be executed with the due care, and taking any and all necessary measures depending on the type of supply. Supplier shall take and pay for a transport insurance policy that sufficiently covers the risk of loss or damage to the delivered Products. Supplier shall be responsible for verifying that the container or the transport of the Product is clean and in perfect conditions, ensuring that there is not exist any contamination in the Product.

**5. DELIVERY AND TRANSFER OF TITLE.** The applicable Incoterm to each delivery shall be set forth in the relevant Order. The loading of the Product in the transport indicated by Buyer shall be the Supplier's responsibility and the unloading of the Product in the place of delivery indicated by Buyer shall be carried out by Buyer. The date of delivery set forth in each Order is of the essence of the contract and shall be binding. Any deviation by Supplier shall give Buyer the right to cancel the Order, and shall not be applicable unless expressly accepted in writing. Supplier shall be obliged to inform Buyer immediately in writing if it cannot observe the agreed delivery dates. Buyer reserves the right to refuse any Products that have not been delivered in their due date. Delivery shall be deemed as made at the time when Supplier makes the contract Products available to Buyer, at the place and under the conditions set forth in the Order, and only after it has been verified that the supply is in conformance with the Order requirements and that all the documents and certificates required therein have been furnished (Delivery). Buyer shall have the right to return or reject non-satisfactory or non-required Products, with any resulting cost paid by Supplier. In the event that Supplier fails to meet any deadline for delivery, except in cases of Force Majeure duly notified and proven, Supplier shall be legally in default without further reminder, and Buyer shall be entitled to charge at any time liquidated damages to Supplier. Such liquidated damages shall amount to 1% (one percent) of the total amount of the Order for commenced week of delay, up to a maximum of ten percent (10%) of the full amount of the Order. Such liquidated damages shall be applicable without prejudice to the right of Buyer to terminate the contract and to claim any further or additional damages caused by late performance of Supplier's obligations, such as the cost of obtaining the Products from third parties in order to fulfil the Order. Buyer shall not be obliged to accept any early or partial Deliveries that have not been agreed previously in writing. Supplier, at its own expenses, shall obtain all the necessary permissions, authorizations, licenses, etc. necessary for the performance of the Order. Unless otherwise expressly agreed, title to the Products shall transfer unconditionally to Buyer upon Delivery thereof.

**6. INSPECTION-QUALITY.** Buyer or its representatives shall have the right at all reasonable times, upon advance notice, to have access to the applicable areas of all facilities, at any level of the supply chain, involved in the Order in order to inspect or test the Products during or after manufacture and may reject the Products or require Supplier to make conforming Products if the Products do not conform with the Order. Inspection by Buyer or its representative shall not relieve Supplier of any liability in respect of any defect. All requirements mentioned in Buyer's quality systems are to be considered as conditions of the Order itself. The Seller must have an established and implemented quality system in accordance with ISO 9001 or its equivalent, depending on the nature of the Products. Buyer or its representatives shall have the right to undertake quality audits or verifications of the Supplier's or any subcontractor's quality system. Supplier expressly undertakes to comply with EC Regulation 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). In particular, Supplier undertakes to fully register applicable substances on their own, in preparations or in articles, as defined in said Regulation, to the European Chemicals Agency as established by that Regulation. If Supplier breaches this obligation, it shall indemnify and keep Buyer harmless from any and all damage, cost, expense or liability which Buyer could incur as a consequence of that breach. In addition, in the case of such breach, Buyer shall be entitled to terminate the relevant Order, without any liability and the Supplier will not be entitled to receive any compensation.

**7. WARRANTY.** Supplier warrants that the Products are in conformity with all the specifications and requirements requested by Buyer, are free from contamination and defects in design, materials and workmanship, successfully meet the performance requirements expected by Buyer, are fit for the purpose and comply with all applicable statutory requirements and standards, in particular compliance with environmental, health and safety at work regulations, underage workers and force labour. Any representations or warranties included in Supplier' catalogues, brochures, sales literature and quality systems shall be binding on Supplier. Supplier warrants due performance of the Product for a period of 1 year after its delivery or the date the Product has been taken into operation, whichever occurs last. Claims made within the term of mentioned warranty shall suspend it until the Supplier has corrected the defect, extending the indicated warranty period accordingly. If Products are not as warranted, Buyer may: (a) reject them and require Supplier to deliver replacement Products, at the Supplier's expense; (b) terminate the Order without any rights to indemnification; (c) accept the Products with an equitable reduction in price. The Seller must remove rejected Goods from the Buyer's premises no later than 30 days after their rejection, at the Seller's risk and expense. Products rejected for any reason shall be returned to Supplier, at its own risk and shall be stored at the expense and risk of Supplier in Buyer's stores. After a period of 21 days from the communication of the rejection, Supplier shall pay the costs of storage of the Products. If Supplier does not deliver the appropriate replacements punctually or urgently, depending on the circumstances, Buyer shall have the right to substitute the rejected Products through an alternative supplier at the Supplier's expenses. Supplier shall be liable for any direct, indirect, incidental, special and consequential losses and damages, including loss of profits, incurred by Buyer as a result of any delay in delivery, any defects in the Products or any other deficiencies in Supplier's performance. This warranty is in addition to all other warranties, express, implied or statutory, which may be applicable according to the Order. In any case, no inspection, approval or acceptance of Products shall relieve Supplier from responsibility for defects or other failures to meet the requirements of the Order. Supplier is responsible for defects or other failures to meet the requirements of the Order, regardless of any inspection, approval or acceptance of Products. Supplier warrants to supply the Products, and parts or components thereof for repair, maintenance or extensions, through the whole period of the Order, including the warranty period, and further warrant that their production or distribution shall not be halted. If Supplier decides to stop production of all or part of the Products after the end date of the Order, Supplier shall inform Buyer of this fact at least six months in advance, so that Buyer still has an opportunity to place additional orders.

**8. CHANGE ORDERS.** Upon the request of Buyer, Supplier shall be obliged at all times to carry out any changes in the contractually agreed Products in terms of their design, quantity or quality that are reasonable and technically possible. When a change order involves any decrease or increase and/or change of the price and/or the delivery date, the contractual price and/or time for performance shall be adjusted equitably. Any increase in price or time shall be of effect only if it has been approved in writing by Buyer, and Supplier may not implement any changes which are not urgent and indispensable without having received written instructions of Buyer to that effect. Supplier shall not be entitled to make changes unilaterally. In the event Supplier discovers any errors or deficiencies in the documentation provided by Buyer, Supplier shall immediately give written notice to Buyer, so that Buyer may take any appropriate action.

**9. FORCE MAJEURE.** Neither party shall be liable for breach of any of its obligations under the Order to the extent that the performance thereof is delayed, prevented or made impossible as a result of a Force Majeure case in virtue of article 1.105 of the Spanish Civil Code. Strikes affecting Supplier, public transportation or events of any type affecting Supplier' subcontractors or suppliers shall not be considered as events of Force Majeure excusing nonperformance of this Order. Upon the occurrence of a case of Force Majeure, the Supplier shall promptly notify Buyer in writing providing all relevant information thereto. Should any case of Force Majeure continue for more than 15 days, Buyer shall have the right to terminate the Order without any liability and the Supplier will not be entitled to receive any compensation.

**10. INDEPENDENT CONTRACTOR.** In fulfilling its obligations to the Buyer, Supplier shall act as an independent contractor, and its agents and employees, and any subcontractor's agents and employees, shall be recruited, directed and supervised by Supplier, and shall remain subject to its solely managing control and authority. No relationship of employer and employee, master and servant, appointer and attorney, or principal and agent shall exist between Buyer and Supplier, which shall only be linked by a relation of commercial nature. Supplier shall have a real business organization, with its own human and material resources suitable for properly fulfilling the Order, and Supplier shall organize and use such resources to duly carry out the commissioned activity, of which shall be solely

responsible. Supplier shall provide the contractual services by means of its own personnel, duly hired in accordance with the applicable laws, and, having the training, experience and qualifications required for the proper performance of the contracted services. Supplier shall provide all documents relating to its staff, the company and the prevention of work risks. Supplier shall provide its staff with any tools, equipment, facilities, safety equipment, and, in general, any material necessary for the safe execution of the contractual works.

**11. LABOUR AND SOCIAL SECURITY OBLIGATIONS. PREVENTION OF OCCUPATIONAL RISKS.** Supplier agrees to comply with any applicable labour regulations for the term of the Order, and agrees to, inter alia, duly hire employees under the relevant contracts, to train such employees in order to be qualified to perform the contracted work, to pay for the relevant salaries, and to be in good standing as regards its Social Security obligations. Supplier shall keep Buyer harmless for any consequences arising for Buyer from any action, claim or proceeding brought by any third party for breach of any labour or Social Security obligation of Supplier, and shall pay for any amounts arising therefrom. After such events of default, Buyer may withhold from any amount owed to Supplier an amount equal to any liabilities as Buyer deems reasonably arising therefrom. Supplier shall take all necessary measures to comply with current regulations on prevention of occupational risks as laid down in the applicable law, its implementing and/or ancillary regulations and Buyer's rules on Prevention of Occupational Risks in force at any given time. Consequently, Supplier agrees to use and to establish under its responsibility, among others, any means as may be necessary in the field of risk assessment, planning of preventive activities, training and information on risks, emergency action and regular monitoring of its workers' health. Supplier is responsible for ensuring the safety and health of its own or other party's workers, of those made available through Temporary Work Agencies, or of its Subcontractors. Supplier shall furnish evidence of the foregoing to Buyer whenever required to do so. Supplier agrees to hold Buyer harmless from any claims, legal actions and/or fines incurred as a result of any breach of the current regulations on occupational risk prevention by Supplier or its subcontractors.

**12. TAX OBLIGATIONS.** Supplier represents that it is up to date with its tax obligations, and undertakes to fully comply with the same as legally required for the entire term of the Order, and further undertakes to furnish evidence of such compliance by means of a certificate issued by the Tax Administration within the 12 months prior to payment of each relevant invoice, pursuant to the terms of the applicable Taxation Act and its implementing regulations.

**13. ENVIRONMENTAL PROTECTION.** Supplier shall perform its duties in an environmentally aware manner and shall be solely responsible for taking, maintaining and supervising all appropriate measures, programs and precautions to ensure full compliance of Supplier and its subcontractors with the applicable environmental laws and regulations. Supplier shall be solely liable for any damage caused to the environment and / or Buyer or its clients and for any fine, penalty or claim that may arise from breach of its environmental obligations.

**14. CONFIDENTIALITY.** Supplier shall keep as confidential all information, documentation or knowledge directly or indirectly received or obtained from Buyer in the course of negotiations or as a result of any business relationships, whether it is in written, electronic, visual, verbal or audio form, that in good faith can be identified as confidential or of a proprietary nature. Such information shall remain confidential and may not be copied, disclosed to third parties nor used directly or indirectly for purposes other than those specified in the Order. In particular, all documents, designs, drawings, calculations, samples and similar items shall be treated and handled as strictly confidential and returned to Buyer upon its request. Supplier shall restrict access to such information and impose the same confidentiality obligations to its personnel, agents, suppliers and subcontractors. Such obligation (14) shall survive the termination of the contract for a period of five (5) years. Upon Buyer's request, Supplier shall sign and execute any specific non-disclosure agreements. Supplier shall only reveal to Buyer the information that may be necessary to fulfill the Order. Supplier shall be liable for any damage or loss caused by the Supplier's or its dependents' breach of the duty to maintain confidentiality

**15. INTELLECTUAL PROPERTY RIGHTS.** Supplier warrants that the Products or services supplied to Buyer do not infringe any intellectual or industrial property rights of third parties, and



agrees to hold Buyer and its clients harmless in respect of any claim arising from such infringement, releasing them from any liability and defending any conflict at its expense. Patentable inventions and protectable creations as well as their results, insofar as they arise from the Order, shall belong to Buyer unless Supplier establishes that they arise from Supplier's sole inventive capacity, and were developed independently of the Order. Supplier shall not, without Buyer's prior written permission, advertise or publish any information related to the Order or concerning its business relationship with Buyer, nor use the Buyer's name or logo in any way. Supplier shall not make any reference, describe or use for advertising or commercial purposes, any Products or services ordered or the Buyer trademark or without the prior written permission of Buyer.

**16. LIABILITY.** Supplier shall be liable for any direct and indirect damages, losses, claims, penalties and liquidated damages which Buyer and/or its clients may incur or suffer as a result of any breach of Supplier's obligations, or as a result of any acts or omissions of any of its employees, suppliers or subcontractors in connection with the supply, or as a result of defects in the Products or services supplied. Supplier's liability further extends to indirect and consequential damages arising with Buyer, its clients or third parties. Supplier shall take all actions reasonable to mitigate damage arising from its defective performance, notifying Buyer against any suspected faults, and shall defend, indemnify and hold Buyer harmless against any loss, damage, expense, or claim by third parties in connection with any breach of the contract by Supplier or any defects in the Products or services. Buyer may require a reimbursement of any necessary expenses arising from the breach. The liability of Supplier shall survive the termination or cancellation of the relevant Order or contract. Buyer may set off any amounts owed to Supplier in order to recover any amounts payable by Supplier as a result of the provisions of this condition (16).

**17. INSURANCE.** Supplier shall sufficiently ensure itself against its risk of liability towards Buyer and third parties, and agrees to take at its own cost with a recognized leading insurance company, and to maintain in force during the term of the Order, at least the following insurance policies: A) An adequate third Party Liability Insurance policy to cover sufficiently its risk of liability from fulfilment of the Order vis-à-vis Buyer and any third party. The minimum level of cover of such insurance required under this liability shall be 500.000 €, unless otherwise agreed in writing, and Buyer may require to examine such insurance policy and evidence of payment of the relevant premium; B) Transport Insurance (whether sea, air or land), covering any losses, delays and/or damages suffered by Products or any material under the Order, while the same are in transit; C) Death and Injury Insurance for all workers of Supplier, in addition to the compulsory insurance against Labour Accidents and Diseases for all its staff, including temporary and permanent disability and death, in the terms laid down in each case in the relevant laws. Supplier shall procure that its subcontractors maintain in turn the aforementioned coverage in connection with their staff.

**18. ASSIGNMENT AND SUBCONTRACTING.** Supplier shall not assign or subcontract all or part of the obligations under the Order without the prior written permission of Buyer. Such authorization shall not release Supplier of its obligations, and Supplier shall remain fully liable together with its assignees and subcontractors, and Buyer shall never be liable vis-à-vis the latter.

**19. SUSPENSION AND TERMINATION.** Buyer may, upon written notice, suspend, reduce its performance or its further execution or require postponed delivery and payment of an Order or part of it with respect to supplies pending to be fulfilled or part of them. In such case, Supplier shall follow instructions and shall forthwith discontinue its works and cease the ordering of materials immediately, without any right of compensation, and to the extent specified. Buyer shall not accept any deliveries as from the date of notice of such suspension, and shall only pay for any supplies completed before receipt of such written notice and the actual cost to Supplier of any work-in process until such time that is duly proven in writing. Supplier shall impose this condition (19) on its subcontractors and suppliers. Whenever Supplier does not timely or not properly meet its obligations, including those arising from the present GPC, as well as in the event of lack of technical or financial capability (due to Supplier's insolvency, bankruptcy, moratorium, closing down or liquidation, or non-payment of debts to any Buyer company), and in the event of change of ownership or control of Supplier, without prejudice to its other rights and the collection of the agreed liquidated damages, if any, Buyer may, by written notice, terminate or withdraw the purchase agreement, in full or in part, with immediate effect and without any liability or obligation, without compensation for Supplier, by merely paying for the price

of the deliveries properly made until then, with the relevant deductions in the event of any damages suffered by Buyer or its clients.

**20. TREATMENT OF PERSONAL DATA.** Under Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (General Data Protection Regulation) and Law 3/2018, of December 5, on Data Protection and Guarantees of Digital Rights: (a) the Buyer's personal data obtained during the negotiation or execution of the Order shall be processed by the parties for the purposes related to the subject of the Order or for compliance with legal requirements, in basis to the execution of the Order; (b) Each party shall keep the personal data for the time necessary to comply with the legal obligations, (c) the Buyer's data shall be disclosed only to Supplier's employees, consultants or affiliates or to the persons appointed to process the data related to the purposes established in paragraph (a) and shall not otherwise be disclosed to third parties, (d) in relation to the processing of data, the client may exercise their rights of access, rectification, opposition, deletion, limitation of processing, and data portability to through the address [lopdp@grupominersa.com](mailto:lopdp@grupominersa.com)".

**21. GOVERNING LAW AND JURISDICTION.** These GPC, the Order, the implementation thereof, and any other legal relationships between Buyer and Supplier shall be governed by and construed in accordance with the laws of Spain, with exclusion of its conflicts of law provisions and excluding the UN Vienna Convention on Contracts for the International Sale of Goods of 1980. Any disputes arising in connection with the validity, interpretation and/or fulfilment of an Order or the obligations of Buyer and/or Supplier which the parties are unable to settle amicably despite having exercised all reasonable efforts, shall be finally settled by the sole competent Courts of Bilbao (Basque Country, Spain) to the exclusion of any other jurisdiction, which is waived by Supplier.