

## 1- DEFINITIONS

**1.1.** Under these general conditions, the company, known throughout this document as the “SUPPLIER”, whether a physical or legal person, to whom an order is placed, a good or service is sold or given (hereinafter, the SUPPLIER) to the client and by the ‘client,’ CARROCERIAS FERQUI SL, registered as CIF-B33011644 (hereinafter, FERQUI). Mentioning any of them under these conditions, will be extended to its investee enterprises, subsidiaries, and branches under its control.

**1.2.** In any case, essential purchasing conditions must be taken under consideration such as price, date of delivery, and the technical specifications of the articles included in the purchasing order, not admitting equivalencies without the prior and express acceptance of FERQUI.

## 2- SCOPE OF APPLICATION

**2.1.** These General Conditions shall apply to all purchase orders and ancillary services arranged by FERQUI, confirmed orders, sales, supplies, deliveries of goods and services provided by the SUPPLIER for FERQUI and to any operation or service related to the principals in which FERQUI is the client or purchaser and shall be binding on the SUPPLIER from the moment the order is accepted. Acceptance of the order implies full knowledge and full unreserved acceptance of these General Conditions published for the general knowledge of all SUPPLIERS on the FERQUI website and a copy of the same will be provided, on paper or digital file, to the SUPPLIER who so requests in writing.

**2.2.** When the SUPPLIER submits an offer to FERQUI or an order is placed by FERQUI, or a contract is entered into with the SUPPLIER in any other way, the SUPPLIER is deemed to have fully accepted these General Conditions without reservation and in their entirety.

**2.3.** The present conditions shall apply from the day of their publication on the FERQUI website and shall be in force until they are replaced by subsequent ones. In case of doubt, it shall be understood that those published on the FERQUI website at the time of the issue of the purchase order or order by FERQUI shall apply to the SUPPLIER, unless FERQUI provides the same together with the signed annexed contract.

**2.4.** These conditions are the only ones that regulate the commercial relations between FERQUI and the SUPPLIER. The reference in any document (offer, order confirmation, etc.) to the general conditions of sale of the SUPPLIER shall be deemed not to have been made and their application shall be suspended and cancelled, being replaced in their entirety by the present conditions, unless they have been expressly accepted in writing signed by FERQUI. In the absence of an order acceptance document, acceptance of the order by the SUPPLIER shall be understood as the commencement of any work or the execution of any act by the SUPPLIER that implies the commencement of the execution of the same. Purchase orders may not be fulfilled, in whole or in part, by a subcontractor of the SUPPLIER without the prior written consent of FERQUI.



**2.5.** Acceptance of deliveries, supplies or services, where applicable, from the SUPPLIER, and even their payment, does not mean approval of the SUPPLIER's conditions of sale under any circumstances.

**2.6.** In the event that FERQUI accepts in writing the General Terms and Conditions of the SUPPLIER and these differ from the provisions of the present conditions, those of FERQUI shall apply in preference to those of the SUPPLIER, annulling any clause contrary to the present conditions, which shall always apply.

**2.7.** The present conditions for an agreement, programme or order shall remain in force until further notice.

### **3- MODIFICATIONS**

**3.1.** Any modification or exception to these general conditions made by the SUPPLIER must be accepted in advance and in writing by FERQUI and shall only apply to the specific order for which they have been proposed.

**3.2.** Verbal agreements of any kind reached after the order has been placed, in particular subsequent amendments and additions to these conditions of purchase, require written confirmation by FERQUI in order to become valid. The requirement of written form shall also be deemed to have been fulfilled by sending by e-mail or telematic means.

**3.3.** The cost estimates of the SUPPLIER are binding and shall not be remunerated, unless expressly agreed otherwise. The purchase conditions of an agreement or order shall remain in force until they are renewed.

**3.4.** FERQUI may cancel the order in the event that the SUPPLIER does not accept it within 7 days of receipt without any further effect; or, at any time thereafter, for good cause and in this case, by paying the costs that the SUPPLIER could not otherwise recover as a result of such cancellation.

### **4- DOCUMENTS AND CERTIFICATES OF ORIGIN**

**4.1.** The SUPPLIER shall make available to FERQUI any requested certificate, with all necessary details complete and signed. This also applies to documents relating to the SUPPLIER's tax returns within the national territory or from foreign countries. The SUPPLIER must also inform the customer if the goods to be delivered are subject in whole or in part to quantitative, qualitative, technical or any other export restrictions.

**4.2.** The SUPPLIER assumes the risk of preparing the order, respecting the specific references, guaranteeing that all the materials supplied comply with all types of regulations, especially technical, environmental, safety and ethical behaviour, intellectual property or any other, declining any liability that may arise from the fact that the SUPPLIER delivers goods produced in contravention of any



legal regulations or in violation of any intellectual property rights, such as patents or licences, as well as freedom of use and trade both in Spain and abroad.

**4.3.** The SUPPLIER shall provide the appropriate certificates of regulatory compliance, depending on the type of article, at the request of FERQUI. Failure to comply with any of these specifications shall entitle FERQUI to terminate the purchase with the return of the goods and to demand the reimbursement of the sums paid, without prejudice to its right to demand, where appropriate, the corresponding compensation for damages.

**4.4.** The SUPPLIER undertakes to process its documents and to comply with all obligations and special authorisations in order to be able to legally import the goods into the importer's territory, as well as to comply with the product requirements imposed by national or foreign import or customs regulations, as well as by the export or customs regulations of the country of origin of the SUPPLIER's products.

**4.5.** The SUPPLIER shall provide the following information: the number of the list of dual-use items requiring authorisation for export and import; the non-preferential origin of its products and of the components thereof; whether the products have been transported, produced or stored in Europe or outside Europe, the statistical commodity number of its products, and a contact person of the SUPPLIER's company to respond to possible queries from FERQUI, as well as any other information that may be necessary for the import of the products into the territory designated by FERQUI. At FERQUI's request, the SUPPLIER shall communicate to FERQUI in writing all other foreign trade data relating to its products and their components and their modifications.

## **5- OFFERS, ORDERS, EXECUTION AND ACCEPTANCE**

**5.1.** The SUPPLIER's offers shall specify the quantities and quality of the products, the applicable unit and total prices, the logistics costs assumed and the committed delivery dates.

**5.2.** The offers submitted to FERQUI are valid from their issue until the date of issue of the order by FERQUI, irrespective of what is stated in the offer.

**5.3.** Once the offer has been received by FERQUI, it shall be invariable, so that requests for variation of offers by the SUPPLIER, requesting cancellation or modification of the offer or variation in any way, shall not be taken into consideration, unless FERQUI approves such variation in a signed writing.

**5.4.** Offers may be accepted by FERQUI, with the issuance of the written order in the authorised format. After 30 days from receipt of the offer, without a reply from FERQUI, the offer shall be deemed to have been rejected, unless otherwise stated.

**5.5.** Only orders placed in writing, by email or in the official forms and formats of FERQUI shall be valid, complying with the signatures and formalities imposed internally.



**5.6.** The SUPPLIER undertakes to accept and confirm in writing all orders placed by FERQUI. Acceptance implies both acceptance of the order and acceptance of these General Conditions. FERQUI is not obliged to receive orders that have not been requested, nor those that have not been accepted or confirmed by the SUPPLIER or that have been confirmed in an irregular manner.

**5.7.** The assignment or subcontracting, in whole or in part, of orders by the SUPPLIER shall require the prior written consent of FERQUI in order to be valid. The same consent shall be required for the validity of any modifications to both the content of the order and these General Conditions.

**5.8.** The orders shall specify the quantities and qualities of products approved and their delivery conditions, the applicable prices, payment conditions, delivery dates and other conditions required by FERQUI (full names, contact persons, dates, correlative number of the SUPPLIER and other data provided by FERQUI in the corresponding technical data sheet, etc.).

**5.9.** The scope of the supplies and services includes only those indicated by FERQUI in the order. Any others not explicitly included in the order approved by FERQUI which are necessary for its optimum execution shall be at the SUPPLIER's cost and expense and shall be understood to be included in the offer accepted by FERQUI.

**5.10** The order issued by FERQUI must be confirmed in writing and by the same means of communication within a maximum period of 5 days, indicating the order number.

**5.11.** Order confirmations and other communications from the SUPPLIER or other verbal agreements which deviate from these General Conditions, and which imply a modification of these General Conditions, shall only be recognised or valid when the changes are confirmed by FERQUI expressly and in writing.

**5.12.** FERQUI may revoke the order at any time until receipt of written confirmation of the order or until the issue of the delivery order. Once the order has been confirmed, FERQUI shall issue the delivery order for the product, work or services, if applicable, within 15 days. If the delivery order is not issued within the agreed period, the order will be presumed to have been carried out. Delivery orders issued within the framework of a broader FERQUI programme or order shall always be binding for the SUPPLIER, once it has received them. Contracts, programmes and orders issued by FERQUI in writing shall be firm and final for the SUPPLIER, when FERQUI so provides and may not have any modifications, corrections or deviations by the SUPPLIER, except those that FERQUI has required and authorised in writing.

**5.13.** The following FERQUI documents are an integral part of this contract: Quality and OSH controls and the rules of corporate social responsibility, data protection and occupational hazards. The SUPPLIER declares and accepts that it has had access to these documents and undertakes to comply faithfully with these rules with the highest level of diligence applicable between companies.



## **6- PLACE, DISPATCH, DELIVERY AND INSPECTION OF MATERIALS**

### **6.1. SHIPMENT**

6.1.1. The place, date and conditions of delivery shall be those indicated in the order. Shipping and transport costs to the place of delivery shall be borne by the SUPPLIER, unless otherwise indicated in the order. Each delivery of material shall be accompanied by the corresponding notice or delivery note from the SUPPLIER, indicating the content, price, order number and number of packages.

6.1.2. The SUPPLIER shall bear all risks inherent to the operation until delivery at destination (DDP / DDU) of the goods covered by the contract in working order.

### **6.2. DELIVERY**

6.2.1. Delivery of the goods and products shall be made on the date, at the place and under the conditions agreed in the Contractual Documentation and shall be accepted by FERQUI, provided that the product to be delivered or service to be provided complies with all the specifications in the order. If nothing has been agreed, it shall be carried out according to FERQUI's instructions. The SUPPLIER is obliged to comply with the final or partial delivery date set in the order.

6.2.2. All materials shall be sent properly and carefully packaged so that they arrive at their destination in proper condition. The SUPPLIER shall be liable for any damage due to poor packaging. No charges will be accepted for transport insurance, packaging, coils, boxes, etc., which have not been previously communicated to and accepted by FERQUI. If in order to determine its quality it is necessary to carry out analyses and FERQUI's quality controls show that the object of the purchase does not comply with the agreed quality, FERQUI may reject it within 30 days from the date of delivery to FERQUI of the results of said quality controls, or the SUPPLIER must withdraw it within 15 days, the SUPPLIER being responsible for all the costs involved.

6.2.3. All operations must be carried out in strict compliance with the delivery deadlines. Any delay in the delivery and availability of the material caused by these reasons shall entitle FERQUI to contract the services necessary for this purpose and to pass the cost on to the SUPPLIER. Delayed deliveries and separate invoicing shall not be accepted, unless expressly agreed. Delays in delivery times shall have the consequences set out below.

6.2.4. Partial deliveries or quantities in excess of those ordered shall not be accepted, unless indicated in the order or expressly requested in writing. In the event of receiving quantities greater than those stated in the order, the surplus may be returned to the SUPPLIER at the SUPPLIER's expense or purchased by FERQUI at the price and conditions previously established. If, per packaging unit, more content is to be sent than that requested by FERQUI, this circumstance must be made known to FERQUI, and FERQUI may not proceed to refund it for the purchase of quantities greater than those requested.

6.2.5. The SUPPLIER shall make the products and services available to FERQUI in due time and form at FERQUI's facilities. All shipments of goods shall be inexcusably accompanied by the corresponding delivery note, which must include the order number and other data requested by FERQUI (the delivery note must always be valued, with prices). In the event that the dispatch of material is made



up of several packages, they must clearly identify which of them contains the delivery note, by means of the corresponding list of packages individually inventoried product by product.

6.2.6. The SUPPLIER has to deliver to FERQUI the products, works or services, if any, ordered and the necessary documentation (drawings, plans, specifications, etc.) and the appropriate planning of the works, so that FERQUI can carry out a correct and non-interfered execution of its operations.

6.2.7. The products, works or services, if any, and documents must be delivered in good order and condition and on time. The deadline is considered an essential part of the SUPPLIER's contract.

6.2.8. The products, works or services, if any, shall be delivered, unless otherwise stipulated in writing by FERQUI, under DAP conditions at FERQUI's premises (in accordance with the INCOTERMS or the Conditions of the International Chamber of Commerce which, at the time of proceeding with the sale, were applicable), at the designated place and time (and if none is indicated, at its main premises and during normal business hours), according to the definition given by the INCOTERMS in the current edition.

6.2.9. The SUPPLIER shall be obliged to have the production capacity to deliver a quantity equal to the forecast communicated by FERQUI. The indication of forecasts by FERQUI does not guarantee minimum orders.

6.2.10. The packaging of the products is included in the price of the SUPPLIER and shall not be returned, unless otherwise agreed. Partial deliveries by the SUPPLIER are not permitted, unless authorised in writing by FERQUI.

6.2.11. In the case of new technology incorporated into the product or services provided, where applicable (software, hardware, etc.), which form part of the object of supply, including documentation, it shall be understood to be included in the price given by the SUPPLIER. FERQUI is entitled to use such technology, under exclusive licence, to the full extent of the same for the agreed purposes or the object of its core business. FERQUI is also entitled to make a back-up copy, even if this has not been expressly agreed.

6.2.12. If the SUPPLIER has taken over the installation or assembly, he shall bear all necessary additional costs, personnel, per diems, travel costs, etc., unless otherwise agreed in writing with FERQUI.

6.2.13. The SUPPLIER shall carry out the necessary preparatory work for FERQUI in an appropriate manner, on time, at its own expense and under its own responsibility, under the conditions and within the deadlines agreed with its customers.

6.2.14. The personnel of the SUPPLIER shall be suitably qualified. FERQUI accepts no liability whatsoever for these personnel, their work, nor for the legal and employment obligations of such personnel. These persons shall have no connection with FERQUI, nor shall they have any claims against FERQUI. In the event that they do so and FERQUI is condemned, said condemnation shall be the responsibility and liability of the SUPPLIER who undertakes to indemnify FERQUI for any damage or harm that it may have suffered. The work carried out by these personnel on the premises of the FERQUI work centre shall comply with the provisions of FERQUI's regulations and conditions. FERQUI shall not be liable for any accidents suffered by such persons on the premises of the work site.



6.2.15. THE SUPPLIER shall be responsible for providing and complying with the risk plans relating to the area of execution where the deliveries, works or services are to be carried out, as well as the emergency plans foreseen. THE SUPPLIER shall obtain, at its own expense and under its responsibility, all permits and authorisations so that the deliveries, works and services carried out for FERQUI are in accordance with the applicable regulations. THE SUPPLIER shall at all times inform of the legislation in force corresponding to technical, safety, construction and any other type of regulation relevant to the fulfilment of the contract or these general terms and conditions. The SUPPLIER has the duty to cooperate with FERQUI for the perfect development of the works and the finishing of the final products and the materials delivered, personal safety, goods, technique, etc.

6.2.16. The execution of the obligations of the SUPPLIER shall be carried out in accordance with the best market practices, and there shall be no margin of tolerance between the obligations committed to and those received.

### **6.3. INSPECTION**

6.3.1. The SUPPLIER shall undertake to sell and deliver the products specified and provide the services committed to, in accordance with FERQUI's requirements, following the rules of quantity and quality specified in the contract. FERQUI reserves the right to carry out as many checks at origin and a posteriori and audits as it deems appropriate.

6.3.2. In the event of detecting non-compliance on the part of the SUPPLIER and hidden defects in the product purchased from the SUPPLIER, the latter undertakes to rectify them within 30 days of notification from FERQUI, in addition to being liable for any damages that said products may have caused to FERQUI and its clients or collaborators.

6.3.3. Any defective material found, whether on receipt of the materials, during the manufacturing process or in their subsequent application, shall be returned to the SUPPLIER carriage paid, with the SUPPLIER being responsible for any expenses that may be incurred as a result of the non-quality problem found.

6.3.4. The SUPPLIER guarantees that it is not bound by any commitment incompatible with the obligations undertaken with FERQUI. FERQUI shall have the exclusive right to purchase the products or services, if any, as all or part of a product, or system manufactured, or assembled, by FERQUI and to market it in the same form. Any modification of the subject matter of the contract must be approved by FERQUI in writing.

6.3.5. The remaining obligations of the SUPPLIER with regard to the inspection shall be determined by the guarantee of the SUPPLIER.

## **7- PRICES**

7.1. The prices indicated in the orders are understood to be fixed and unalterable, unless previously agreed in writing to the contrary, and include the totality of the goods or service object of the contract, as well as any expenses that the SUPPLIER must bear to make the supply or service effective. No price modification will be accepted once the order has been placed, unless it includes a manufacturing modification agreed by the parties.



**7.2.** The prices offered by the SUPPLIER shall be considered fixed for the entire duration of the contract and shall not be subject to revision, unless changes are authorised in writing by FERQUI.

**7.3.** The prices indicated in the offer are understood to be DAP (INCOTERMS 2010 ICC) FERQUI warehouses. The price does not include taxes. The risk of the product shall be borne by the SUPPLIER until it is received by FERQUI at its own premises, irrespective of who owns it. In case of doubt, this clause shall be interpreted in accordance with the INCOTERMS in force in their latest version.

## **8- INVOICE, PAYMENT AND TAX CONDITIONS**

### **8.1. INVOICING**

8.1.1. The SUPPLIER shall issue between the first and fifteenth of each month an invoice in original and at least one copy for each supply and order, with only two monthly invoices being accepted where all orders must be grouped together, unless for reasons of internal organisation the company submits one invoice per order. Invoices for the second fortnight must be sent before the 5th day of the following month. Invoices shall indicate the order number and the correct designation of the material, installation or service, which shall be sent exclusively separately from the goods to be delivered by the most appropriate means, including e-mail. Financial surcharges shall not be payable for any reason whatsoever. Without prejudice to the right of FERQUI to terminate in each case, FERQUI may delay payment of invoices if the SUPPLIER has not complied with the agreed delivery terms, conditions or specifications, until such time as these have been complied with.

8.1.2. The invoice shall be issued by the SUPPLIER in the format approved by FERQUI, indicating the invoice number and other characteristics (products, prices, conditions and acceptance of the general conditions of purchase). Invoices must always include our order number. Invoices shall be sent by post or preferably by email to the address [antonia@ferqui.com](mailto:antonia@ferqui.com).

8.1.3. The invoice must mention the correct designation of the FERQUI references of the materials supplied, delivery note number and date, company of destination, SUPPLIER number, order number, account and password (data appearing on the FERQUI Orders which the SUPPLIER undertakes to respect).

8.1.4. The invoice shall not be enclosed with the shipment of the goods or service. The invoice shall be submitted separately immediately after delivery of the goods or services, i.e. it shall not be attached to the shipment. Upon receipt of the invoice from the SUPPLIER, FERQUI shall initiate the invoice approval procedure, provided that all the conditions of the agreement have been fulfilled and once the receipt has been verified. In the case of supplies or services that have been carried out during the period of one month, the invoice must be presented in accordance with the provisions of clause 8.1 of this document.

8.1.5. Once the invoice and the goods have been checked, the payment order shall be initiated within 30 days of approval by FERQUI. Payment shall be made, unless otherwise agreed, within 60 days of the invoice date with the dispatch of registered payment. Invoices that are not received within this period shall be



deemed to have been issued in the following month. The monthly payment date and the single final due date shall be the 10th and 25th of each month.

8.1.6. In the event that FERQUI grants the SUPPLIER special payment conditions, failure by the SUPPLIER to comply with any of its obligations shall entitle FERQUI to suspend the execution of its obligations until the outstanding obligations are regularised or guaranteed FERQUI shall be entitled to pass on the costs of this suspension to the SUPPLIER (reorganisation of personnel, hiring of auxiliary means, etc.).

## **8.2. PAYMENT**

8.2.1. Payment shall be made in the manner and under the conditions set out in the order, against issuance of the corresponding invoice from the SUPPLIER. Unless otherwise agreed in writing, payment shall be made by transfer within 60 (sixty) days for domestic orders and, in the case of international shipments, by transfer, the term of which shall be determined individually between FERQUI and the SUPPLIER, counted from the issue of the invoice, to the account indicated in the contract and in the corresponding invoice, by transfer, in accordance with the terms established by the regulations and legislation in force. These regulations may be modified by special rappel discount negotiations, or conditions negotiated by both parties.

8.2.2. The modification of the bank account will imply a modification of the contract and must be signed by the legal representatives of the companies in an annex attached to the contract, expressly indicating the change of the previous account and the new one.

8.2.3. The SUPPLIER shall be responsible for any failure to comply with these instructions and shall fully reimburse FERQUI for any loss that this may entail.

8.2.4. Payment in cash is not accepted, either through the Cash Desk or directly by the unit that has made the purchase or consumed the service.

## **8.3. TAXES**

8.3.1. The SUPPLIER shall pay all taxes levied on its activity in accordance with current legislation. The SUPPLIER shall include Value Added Tax (VAT) or the Canary Islands General Indirect Tax (IGIC) in its invoices, where applicable, for its services provided in the Canary Islands, and is obliged to comply with all obligations of a material or formal nature imposed on any taxable person by the applicable tax law and other provisions in force with regard to the Public Treasury.

8.3.2. In the case of a non-resident SUPPLIER, the corresponding withholding shall be applied to the amount of the invoice in accordance with the legislation in force. In the event of the application of a Double Taxation Treaty, the SUPPLIER must provide, prior to the date of payment of any invoice and on an annual basis, a tax residence certificate issued by its country of residence, with express mention of the applicable agreement and in full force and effect (currently one year from the date of issue).

8.3.3 The SUPPLIER shall send, together with the invoice, the Certificate of Ownership of the account where the corresponding payment is requested to be made.

## **9- DELIVERY TIME AND PENALTY FOR DELAY**



## **9.1. DELIVERY PERIOD**

9.1.1. The delivery terms contained in the order are understood to be binding and constitute an essential condition of the operation. Delivery is understood to be the moment at which FERQUI stamps the delivery note of the SUPPLIER without prejudice to subsequent examination of full compliance with the order.

9.1.2. The delivery dates shall be those stated in the orders. FERQUI shall be entitled to modify the calendar of delivery dates for reasons of onerousness or justified urgency. The date of fulfilment of the delivery or performance deadline is the date of actual receipt of the product, work or service in its entirety by FERQUI, as the case may be.

9.1.3. If the SUPPLIER foresees difficulties in the manufacture or in the prior collection of materials, or if circumstances arise that could hinder the supply, the SUPPLIER shall immediately inform FERQUI's department. The latter shall give its instructions for action, without prejudice to the application of the corresponding objective penalty and the possibility of FERQUI terminating the contract if the delay could be detrimental to its activity, unless the cause is force majeure.

9.1.4. FERQUI shall send the SUPPLIER a forecast for each period of time it deems appropriate, indicating the quantity of Products or services required, if any, that it expects to order during this period.

## **9.2. PENALTY FOR DELAY**

9.2.1. Due to the essential nature of delivery times, the SUPPLIER is obliged to strictly comply with the delivery times set in the order. If none are set, it shall be understood that it shall deliver within the minimum period within which its performance is possible. Failure to meet the delivery deadlines shall entitle FERQUI to: a) Terminate the contract, cancel the order and reject the materials or services covered by the same, after a period of 10 days has elapsed without the SUPPLIER remedying the problem, with the right to compensation for damages; b) Hire, at the SUPPLIER's expense, another third party to provide the service and/or supply the goods covered by the contract, under the terms agreed in the order form.

9.2.2. Independently of the exercise of these options, FERQUI reserves the right to exercise the appropriate actions aimed at repairing the damages that the SUPPLIER's non-compliance may cause it.

9.2.3. Failure by the SUPPLIER to meet delivery deadlines automatically obliges the latter to pay a penalty of 1% of the value of the order for each week or fraction thereof of delay, up to a maximum of 10%. These amounts may be deducted from the price to be paid and offset against what FERQUI owes the SUPPLIER.

9.2.4. Apart from the above penalty, the deadlines are essential for the existence of the contract and will have a penalty added to the above of 0.5% daily penalty, up to a maximum of 10%, if the delay of the SUPPLIER could cause an eventual production stoppage of FERQUI, at which point FERQUI may terminate the contract and also claim damages that have been caused.

## **10. GUARANTEE**



The SUPPLIER shall guarantee that it holds title to the goods and services it undertakes to supply, that it has full availability over them and that they are free of all charges and encumbrances or claims of third parties, and that there is no obstacle whatsoever preventing their transfer to FERQUI for free and peaceful use and marketing by the latter.

10.2. The SUPPLIER also guarantees the quality of said goods and services and compliance with the technical and other conditions contained in the order with regard to their operation and performance for the uses foreseen by FERQUI and known to the SUPPLIER, as well as the absence of defects of any kind in the materials used and in their design, manufacture and development.

10.3. The SUPPLIER also guarantees that the services and products supplied to FERQUI by virtue of any purchase order or order do not infringe the rights, whether intellectual and industrial property or any other, of third parties, will defend and hold FERQUI harmless against any claim brought against it and based on the infringement by the products of the rights of a third party, and shall indemnify FERQUI against any losses, expenses, damages (including legal costs and lawyers' or mediators' fees, as well as all those expenses that are directly or indirectly related to the judicial or extrajudicial claim that may be made) resulting for FERQUI in the event that the products infringe in any way the rights of third parties.

10.4. Unless otherwise provided by law, or unless otherwise agreed, the minimum duration of the guarantee shall be 2 years from receipt of the order. During this period the SUPPLIER, at the request of FERQUI, shall be obliged to replace and/or repair at its own expense any defective materials or installations at the place where they are to be found. Once the indicated repairs and/or replacements have been carried out in accordance with FERQUI, a new guarantee period shall be opened with respect to the material or installations replaced, with a maximum extension of six months. The repairs and/or replacements shall be carried out within the period indicated by FERQUI, in the manner least detrimental to FERQUI and its customers, also applying the penalties for delay described above.

10.5. FERQUI shall not accept the supply of products, works or services, where applicable, with differences in quantity or quality with respect to the order and the production samples approved by FERQUI. FERQUI may carry out pre-production and quality performance tests at the SUPPLIER's premises during normal working hours in accordance with general practice in the manufacturing sector. FERQUI may inspect the SUPPLIER's facilities where the planned tests are to take place, as well as the quality of the materials and the manufacture of the products. FERQUI shall give the SUPPLIER sufficient and reasonable notice of the inspection. The inspections and tests may not interfere with the performance of the agreed work.

10.6. Prior to delivery, FERQUI may carry out weighing, quantity, quality and time measurement tests and reserves the right to check the quantity and quality of the products, works or services after final delivery at FERQUI's agreed premises within a reasonable period of time after the agreed delivery. FERQUI may carry out the verification of the delivered product as soon as this is possible in the ordinary course of its business, within a period of time from receipt of the product or services at its premises. FERQUI shall immediately inform the SUPPLIER of



any non-conformity due to faults, defects or delays. If they are evident, at the time of delivery or within 7 working days thereafter. If they are not evident, within 30 working days following the correct receipt of the same.

10.7. The unreserved acceptance of a supply or service outside the agreed period shall not imply any kind of waiver of actions to claim compensation or damages for the delay or defects that they may have. The rejection of a product shall imply the immediate replacement of the SUPPLIER with a new product, work or service, or the determination of other types of action at the discretion of FERQUI. The weights and dimensions, quantities and qualities indicated in the offer, catalogues, technical data sheets or other documents of the SUPPLIER are always exact values. In relation to the quantities, weights and dimensions, and quality, the values obtained by the control of the receipt of goods at FERQUI's premises shall apply. In the case of goods based on weight, only the weight ascertained on our own scales shall apply. The agreed delivery terms and conditions shall be binding on the SUPPLIER and essential to the contract.

10.8. If acceptance tests show that the product deviates from FERQUI's requirements, the SUPPLIER shall ensure that the product complies with the stipulations. In such a case, further tests shall be carried out at FERQUI's request. The SUPPLIER shall bear all costs arising from acceptance tests that are carried out at the place of manufacture until the products meet the agreed standards and are retained for the agreed warranty period. Unless expressly stated otherwise in writing, FERQUI shall not accept any quantity different to that indicated in the order, reserving the right to return any quantity supplied that does not comply with the quality or quantity.

10.9. The SUPPLIER guarantees the product, work or service supplied and will remedy any defect or error in these. The warranty period shall be 2 years from the time the products or services are received by FERQUI. In the event that FERQUI, in accordance with the previous clause, finds defects or irregularities or simply that the products or services are not of the quality or quantity indicated by the SUPPLIER, these shall be the subject of a claim by FERQUI as soon as they are discovered within the period indicated above from the verification of the previous clause.

FERQUI shall have all the legal rights that consumers have against the SUPPLIER, in accordance with the provisions of the Consumer Law and complementary laws. FERQUI reserves the right to choose the form of remedy by means of delivery, repair or settlement. The SUPPLIER may not refuse the form of remedy chosen by FERQUI, unless it involves services that are impossible to perform or exceptionally disproportionate costs, in which case it must pay FERQUI the costs paid by the latter, or reduce the price by a proportional amount, in accordance with article 1484 et seq. of the Civil Code.

10.10. If the SUPPLIER fulfils its obligation to remedy by means of delivery or substitute performance, this will be fulfilled once the new products or services have been supplied to FERQUI to replace the defective ones, proceeding to the return of the same at the risk and expense of the SUPPLIER, with FERQUI reserving the right to pass on the costs of inspection and analysis incurred. If the SUPPLIER fulfils its obligation to remedy the defect by means of repairs, these shall be carried out at FERQUI's facilities, or at other facilities, always at the cost and risk of the SUPPLIER. It shall be fulfilled once FERQUI is reinstated in the



products or services duly rendered with full repair to replace the defective ones. If FERQUI accepts such remedies, the new replacement or repair products or services shall be made available to FERQUI in full ownership and without reservation. If FERQUI does not approve the repair work, compensation or reimbursement by the SUPPLIER for the costs of the repair shall be required, which may be offset against any amounts owed by FERQUI to the SUPPLIER.

10.11. If the SUPPLIER does not fulfil its obligations, FERQUI may, at its own expense and risk, carry out the necessary repairs itself or contract a third party to carry out the repairs, the costs of which shall be the responsibility and expense of the SUPPLIER. If the SUPPLIER fulfils its obligation to remedy by means of liquid compensation, it shall be fulfilled once FERQUI has been reimbursed for the costs incurred for the repair, the stoppage of production or sales and other damages in connection with the delivery of the defective goods. Rights arising from the existence of material defects expire after two years, unless the law grants a longer period. The limitation period begins on the date of receipt of the new, repaired or replaced product. The SUPPLIER shall have spare parts available for the products or services during the validity of this contract and for ten years after delivery of the last one specified in the contract. The prices of the spare parts shall be in accordance with FERQUI's price list.

10.12. The SUPPLIER is liable for: products supplied to the maximum extent of its diligence for slightest fault, objective and fortuitous event. expenses, costs, direct or indirect, consequential and moral damages, in connection with the delivery of defective or delayed product or service to FERQUI. FERQUI will inform the SUPPLIER of the possible existence of liabilities. FERQUI will maintain contact with the SUPPLIER for the efficient implementation of the relevant corrective measures, unless such information and participation is not possible due to particular urgency. In the event that FERQUI assumes the cost of the review due to customer complaints, this shall be borne by the SUPPLIER.

10.13. In the event that FERQUI is held liable in relation to a product or service supplied by the SUPPLIER, the SUPPLIER shall be directly and jointly and severally liable with FERQUI against the third party, provided that the defect in the supply has been caused by the SUPPLIER or its collaborators. The SUPPLIER shall be liable for all costs incurred by FERQUI as a result of industrial or intellectual property claims by third parties. In such cases, the SUPPLIER shall assume the defence of the proceedings and shall bear all costs and expenses, including those involved in the possible exercise of legal action, lawyers' fees, fees and other procedural costs. The SUPPLIER shall be obliged to have sufficient professional and manufacturing Civil Liability Insurance coverage for the product or service ordered by FERQUI. THE SUPPLIER shall be the policyholder and insured. FERQUI shall be named as the beneficiary of each delivery or service for FERQUI in the event of a possible claim. In the event of claims by subcontractors of the SUPPLIER, the SUPPLIER shall indemnify FERQUI against any possible claims and shall require them to waive any kind of direct or subsidiary action against FERQUI, such as open list and example the action of 1597CC and similar.

## **11. ASSETS AND PROPERTY OF FERQUI**



11.1. Models, tools, tooling, moulds, moulds, samples, manufacturing devices, tools, measuring and test equipment, drawings, plans, designs, factory standard sheets, forms, printed matter and other similar items, as well as materials, products or services owned by FERQUI which have been made available by FERQUI to the SUPPLIER for the performance of the order, shall be deemed to be deposits and shall remain the full and exclusive property of FERQUI.

11.2. The SUPPLIER shall keep all the above information and goods with the necessary care and zeal, indicating that they belong to FERQUI, and shall return them to FERQUI immediately once the object of the order has been fulfilled and supplied. Under no circumstances may the above goods be reproduced or transferred to third parties without the prior written consent of FERQUI, their use shall remain reserved to the SUPPLIER for the exclusive purposes of the execution of the order and they may not be known or used by persons not authorised by FERQUI.

11.3. The products or services delivered by the SUPPLIER will be the property of FERQUI from the moment of the order, reserving express ownership of the same from that moment. The SUPPLIER may not sell the products to a third party. FERQUI shall have the privilege of rank, priority and preference over the product being manufactured, being able to recover them from the mass of a bankruptcy or similar process and from the third party of better right against any creditor.

## **12. CONFIDENTIALITY AND DATA PROTECTION**

12.1. The term Confidential Information shall include the information and documentation developed by the SUPPLIER in execution of a purchase order, the information and documentation that FERQUI provides to the SUPPLIER for the fulfilment of purchase orders, as well as any other information related to FERQUI, its other SUPPLIERS or clients to which the SUPPLIER has had access in execution of a purchase order.

12.2. The SUPPLIER undertakes, during the term of its relationship with FERQUI and even after its termination, to treat the Confidential Information with the strictest reserve and confidentiality, and to use it solely and exclusively in relation to the fulfilment of the purchase order. The SUPPLIER shall refrain from disclosing, publishing or disseminating in any way the Confidential Information to any third party, as well as from allowing third parties to disclose, reproduce, publish or disseminate said Confidential Information.

12.3. The SUPPLIER may, however, disclose said Confidential Information to those of its employees or possible subcontractors who necessarily need to know it in order to carry out the performance of the purchase order and solely for this purpose; said employees and subcontractors must comply with the confidentiality obligations set out in this clause, and the SUPPLIER shall be fully liable in the event of non-compliance.

12.4. Upon completion of the purchase order, the SUPPLIER undertakes, at the request of FERQUI, either to return all the Confidential Information to FERQUI without being able to keep any copy of the same, or to proceed to its destruction



and accredit such destruction by means of a certificate issued by a representative with sufficient power of attorney of the SUPPLIER.

12.5. The legal representative/s of the SUPPLIER are informed that their personal data will be processed for the purpose of maintaining the business relationship. The data provided will be kept for as long as this relationship is maintained or for the time necessary to comply with the applicable legal obligations. The data will not be transferred to third parties except in cases where there is a legal obligation. You may exercise, insofar as applicable, the rights of access, rectification or deletion, limitation of processing, opposition, portability and to oppose automated individual decisions at the address Polígono Industrial La Barreda Parcela 15 Noreña, Asturias, or by e-mail: [protecciondatos@ferqui.com](mailto:protecciondatos@ferqui.com). You are informed that FERQUI has appointed a Data Protection Officer (DPO) to whom you may address questions relating to the processing of personal data at its registered office and/or at the e-mail address [info@ferqui.com](mailto:info@ferqui.com) with the reference: "Data Protection".

12.6. In compliance with the provisions of current Spanish law on the Protection of Personal Data, we inform you that the personal data provided to FERQUI CARROCERIAS in the course of the business relationship, will be processed and will be incorporated into the files under the responsibility of FERQUI CARROCERIAS. In any case, the SUPPLIER may exercise his right of access, rectification and cancellation, under the terms and conditions established in the Personal Data Protection Act.

12.7. All drawings, plans, technical documents and other documentation provided to the SUPPLIER (the documentation), in relation to the products, works or services, to which the SUPPLIER has access, belong exclusively to FERQUI and there shall be no assignment or licence granted on the same, nor may any use or exploitation be made outside that foreseen in the contract or order subject to these terms. Possession of said documentation by the SUPPLIER shall be as a deposit and must be returned to FERQUI at the end of the contract, work or collaboration. The documentation provided or any other technical information to which the SUPPLIER has had access may only be used for the purpose for which it was specifically made available. Any other use is considered unauthorised and illegal for all purposes.

12.8. The SUPPLIER shall clearly mark the documentation owned by FERQUI, in order to differentiate it from any other documentation, shall keep the documentation provided by virtue of the contract for the performance of the supply until it is required to be returned or destroyed by FERQUI and shall provide the drawings, designs and plans of the products or parts manufactured. The information and documentation may not be copied, reproduced, transmitted, disclosed or communicated to third parties, and shall be subject to the conditions of confidentiality described. Any commercial or technical information that FERQUI has made available to the SUPPLIER shall be inaccessible to third parties and shall only be made available in the SUPPLIER's company to persons whose intervention is necessary for the use of the information in order to make the delivery to FERQUI and who are also bound to confidentiality.

12.9. FERQUI reserves all rights to such information, including the right to claim intellectual property rights and the right to apply for industrial property rights, such as patents, utility models, semiconductor protection, etc. to the full extent



required. Products or services which have been produced on the basis of documents or projects provided by FERQUI, such as drawings, models and the like, following confidential FERQUI data or with original FERQUI tools or copies thereof, may not be used by the SUPPLIER for its own use or for offering or supplying to third parties.

12.10. The SUPPLIER shall maintain professional secrecy and confidentiality with regard to all information that it may have become aware of or to which it may have had access, whether technical, commercial or financial, in relation to this agreement and its execution. The SUPPLIER who receives documents of this type shall never make them available to third parties, in whole or in part, and shall only use them within the scope of the contract. Confidential information provided by FERQUI shall not be disclosed by the SUPPLIER, even after the expiry of the contract, until the end of the maximum period provided for by law in which this obligation remains in force. The obligation of confidentiality shall also extend to the SUPPLIER's employees and collaborators who need to have access to this information in order to carry out the supply in an authorised manner. The SUPPLIER may not represent, manufacture, sell, provide or promote any type of product or service similar to that manufactured for FERQUI, or which is concurrent or competitive with the same, nor may it carry out any type of activity that is contrary to the interests of FERQUI while this contract is in force and for two years after its termination, unless, in any of these cases, there is express written authorisation from FERQUI.

12.11. FERQUI declares to be the holder of patents, trademarks and other industrial and intellectual property rights of the product, process and component ordered, according to documentation previously known and accepted by the SUPPLIER. The industrial property rights are used to distinguish and protect FERQUI products. The SUPPLIER may partially use any of these rights for the sole purpose of manufacturing the products within the scope of its contract and in the exclusive interest of FERQUI. The right to use FERQUI's industrial and intellectual property rights and know-how will terminate and cease immediately for anyone at the moment of termination of the relationship with FERQUI, whatever the cause, or by FERQUI's decision. The SUPPLIER undertakes not to challenge such industrial or intellectual property rights, under any concept or cause and in any territory. The SUPPLIER undertakes to inform FERQUI of any act that may be considered as an encroachment or violation of any industrial or intellectual property right of FERQUI. If during the legal life of this contract any infringement by third parties of any of FERQUI's rights occurs, or if there is a danger that such an infringement may occur, the SUPPLIER will take the appropriate legal measures for the protection of such rights in collaboration with FERQUI. If FERQUI takes any action in defence of its rights, the SUPPLIER shall be obliged to cooperate with FERQUI to the full extent required by FERQUI in the full extent of the claim, including legal proceedings. If so required by FERQUI, the products or services shall not bear any trademark, name or symbol to identify the SUPPLIER. However, FERQUI may place or require the SUPPLIER to place on the Products any mark identifying the same. The SUPPLIER shall guarantee that the products or services delivered to FERQUI under this contract do not infringe any patent of any third party. The SUPPLIER shall indemnify and protect FERQUI and its customers against any claim by any third party for infringement of



industrial and intellectual property rights, as a result of the poor manufacture or design of the products, when they depend on it.

### **13. PREVENTION OF OCCUPATIONAL RISKS. ACCESS TO FERQUI FACILITIES BY THE SUPPLIER'S STAFF FOR THE PROVISION OF CONTRACTED**

13.1. The SUPPLIER expressly declares that it has received sufficient information and appropriate instructions in relation to the risks existing in FERQUI's work centres, to which effect it has signed a document, prior to the provision of the services as required by current legislation to coordinate its activities with FERQUI's risk prevention service.

13.2. The SUPPLIER shall be responsible for compliance with all official or private legal provisions on Occupational Health and Safety and Occupational Risk Prevention, being obliged to implement them.

13.3. The SUPPLIER declares and guarantees that there are no hidden defects, nor complaints and/or lawsuits pending, nor administrative infringements, nor sanctions relating to any non-compliance in these matters, taking responsibility for not being certain of any problem that may arise in relation to these matters.

13.4. The SUPPLIER may not assign, subrogate or transfer, in whole or in part, to third parties the rights and/or obligations arising from the contract with FERQUI, without the express written consent of the latter, given that the supply of the products is made on a strictly personal basis and FERQUI's trust in the SUPPLIER and in the persons holding key positions in the company, including their legal representation.

13.5. This contract shall terminate automatically, by written notice given by FERQUI, when the provisions of the previous paragraph are breached; as well as by any form, express or concealed, of termination, modification, dissolution, transformation, sale, assignment or transfer of the rights and obligations of the SUPPLIER deriving from this contract and which has not been consented to by FERQUI.

13.6. FERQUI may terminate the contract with immediate effect, without any further notification in the contractually stipulated manner, if there is any relevant change in the ownership of the SUPPLIER's shares/participations or of the persons indicated in point 14.1. or in the positions of administrators or key positions in the company that may have repercussions on relations with FERQUI.

### **14. FULFILMENT OF SOCIAL, FISCAL AND LABOUR OBLIGATIONS**

14.1. The SUPPLIER declares that it faithfully complies with all obligations imposed by tax, labour and social security legislation on employers, in relation to all its workers, and especially those assigned to the provision of services to the



FERQUI, guaranteeing the total indemnity of FERQUI with respect to the responsibilities and sanctions arising from the breach of these obligations, which shall be fully assumed by the SUPPLIER.

14.2. Apart from those relating to the conditions of manufacture, delivery and performance of the product, work or service, where applicable, the SUPPLIER undertakes to comply with the highest standard of legal provisions applicable to the treatment of workers, environmental protection and safety at work, and to adopt the necessary measures to reduce in its activities the harmful repercussions for people and the environment. To this end, the SUPPLIER shall, to the best of its ability, implement and develop a management system in accordance with the quality standard recommended by FERQUI.

14.3. The SUPPLIER is aware that FERQUI has a crime prevention policy comprising, among others, its Code of Ethics and Crime Prevention Model (Criminal Compliance). The SUPPLIER undertakes to respect the ethical and crime prevention principles adopted by FERQUI CARROCERIAS, which are identified in the aforementioned documents and on its website.

14.4. The SUPPLIER undertakes to comply with the highest standard of applicable legal provisions and to adopt measures to comply with the legal system. In the event that a SUPPLIER repeatedly fails to comply with the regulations or violates the law despite having received the corresponding express notice, and does not prove that it has remedied such breach of law to the extent possible and has taken appropriate measures to prevent this in the future, this shall be considered a material breach of contract with FERQUI.

## **15. DURATION AND EXTINCTION**

15.1. The planned delivery date of the service or supply is essential; failure by the SUPPLIER to comply with the planned delivery date shall entitle FERQUI to terminate the contract with immediate effect due to non-compliance. FERQUI may also terminate the contract by notice with immediate effect in the event of non-compliance with these general conditions. In other cases, if the SUPPLIER fails to comply with or contemplate any of the present general conditions of purchase, FERQUI may alert the SUPPLIER, in writing, of such non-compliance or non-observance, and the latter must remedy said non-compliance or non-observance in the shortest possible time, never more than fifteen days, to be counted from the date of notification. If the SUPPLIER has not rectified its conduct after this period has elapsed, the contract shall be deemed to be terminated. FERQUI's right to claim compensation for any damages caused shall remain unaffected.

15.2. These general terms and conditions shall apply from the time the order or contract is signed. They shall remain in force throughout the life of the contract and after its termination up to the maximum legally permitted period with regard to confidentiality, use of information, exclusivity and non-competition and protection of intellectual and industrial property and return.

15.3. FERQUI shall have the right to terminate the contract by written notice at any time for any of the following reasons: a) substantial breach of any of the obligations of the contract, the falsity of the data or documents provided, or any



of the causes foreseen or the breach of any other aspect of the contract. b) the cessation of operations, suspension of payments, dissolution, bankruptcy, liquidation, judicial intervention, pre-bankruptcy, insolvency or any other bankruptcy proceedings, under any law, for the satisfaction of the creditors of the SUPPLIER. c) if a fundamental deterioration of the SUPPLIER's financial relations occurs or threatens to occur and as a consequence there is a risk that the SUPPLIER will not comply with its basic obligations to FERQUI, FERQUI may request the fulfilment or termination of the contract, with compensation, in either case, for the damages caused by the delay. The differences thus established may lead to the cancellation of the Contract, the reduction or reduction of the amount to be paid in proportion to the difference.

## **16. FORCE MAJEURE**

16.1. None of the parties shall be held liable for the non-fulfilment of any of their obligations arising from the Order or Contract in the event that the execution of the same is delayed or becomes impossible as a consequence of force majeure under the conditions established by the CCI. The following are considered to be causes of force majeure with sufficient entity to relieve the parties of the fulfilment of the obligations of the contract for the duration of the same: Earthquakes, tidal waves, fires or floods officially declared as catastrophic, as well as all types of atmospheric phenomena of profound gravity that are considered catastrophic by the Official Authorities (hurricanes, cyclogenesis, earthquakes, etc.); destruction caused by armed force or violently in times of war, sedition or tumult; legal strikes that exceed the scope of the SUPPLIER's company and whose cessation does not depend on the decision of the same.

16.2. The suspension of contractual obligations shall last for as long as the cause of the force majeure remains. In all cases of force majeure, the affected party shall inform the other party in writing within a maximum period of fifteen (15) days and with all the means and documentation at its disposal, expressing the cause of force majeure and adopting all the measures at its disposal to resolve the cause of the suspension in the shortest possible time. In the event that after three (3) months the cause of force majeure has not ceased, either of the parties may request the termination of the Contract.

16.3. In the event of force majeure, the contractual obligations may be suspended immediately, without this entailing any compensation between the parties. The existence of force majeure causing interruptions in business activity in which there is no action or omission on the part of the parties and other unavoidable events shall exempt FERQUI, for as long as such circumstances persist, from the obligation to pay for deliveries not made on the agreed date. Likewise, as long as these circumstances persist and after two weeks from the start of the situation, FERQUI shall be entitled to terminate the contract in whole or in part, without prejudice to its other rights, or to propose a schedule for the SUPPLIER in the execution of the services and deliveries according to the duration and complexity of the situation, which the latter must accept and faithfully execute. If, for reasons beyond FERQUI's control, an incident or situation arises that makes it necessary to suspend the execution of the work, FERQUI shall receive from the SUPPLIER financial compensation for lost hours, staff travel, allowances, immobilisation of



equipment and tools, etc., to cover the financial damages that this unscheduled suspension may cause. If for reasons beyond FERQUI's control, THE SUPPLIER decides to definitively suspend the execution of the services due to the impossibility of carrying them out or for similar justified and proven reasons, the latter must accept a programme for the orderly suspension of the same. In any case, the SUPPLIER must compensate FERQUI financially for all costs and expenses incurred for all damages caused by this definitive suspension.

## **17. APPLICABLE LAW AND COMPETENT COURTS**

17.1. The General Terms and Conditions for the purchase of services shall be governed by the provisions of the latest version in force, which shall be accessible to customers online at [www.ferqui.es](http://www.ferqui.es) and [www.ferqui.com](http://www.ferqui.com). In all matters not provided or regulated therein, these are subject to those established for international customers and, failing that, are subject to the CISG Convention 1980 and the provisions of Spanish law. The CUSTOMER submits to the provisions of Spanish substantive rules, to the extent permitted by law, to the exclusion of the application of any conflict of law rules and regulations that make it possible to refer to a foreign jurisdiction that has no connection with the contract.

17.2. All disputes that may arise in relation to the General Conditions of Sale or associated with the same or with the Contract between FERQUI and the SUPPLIER must first be resolved amicably between the parties. In the event that an amicable resolution is not reached, for the interpretation and fulfilment of these General Conditions of Sale, as well as for any question or claim that may arise between the parties, the Courts and Tribunals of Oviedo, Asturias (Spain) shall have jurisdiction, expressly waiving any other jurisdiction that may correspond to them.

17.3. If a clause of the contract or of these conditions becomes ineffective by express judicial declaration, this will not affect the validity of the rest of the conditions, which will remain in force. The contracting parties are obliged to replace the ineffective clause with a clause whose application and result are as close as possible to and equivalent in effect to the clause removed from the conditions. These clauses are written in Spanish, which is the preferred language of interpretation, although they may be translated into other languages.

## **18. CORPORATE SOCIAL RESPONSIBILITY**

18.1. The SUPPLIER guarantees to the FERQUI that his company complies with the international standards in force on fundamental principles and rights at work, especially with regard to the eradication of child labour and forced labour, and that he does not use the services of companies suspected of such practices.

18.2. The SUPPLIER shall also respect the international principles of the United Nations on the protection of international human rights, the elimination of forced



labour and child labour, the elimination of discrimination in recruitment and employment, environmental responsibility and the avoidance of corruption and any others that either the UN, the EU or any other body binding on Spain and FERQUI may adopt as mandatory or, being optional, FERQUI may decide to accept them as its own.

## 19.NOTICE

All notifications from the SUPPLIER to FERQUI must be made via email to the address given in the order and, if none is given, to the following address: [compras@ferqui.com](mailto:compras@ferqui.com).

## 20.MANAGEMENT POLICY

CARROCERIAS FERQUI S.L. has implemented an integrated management system based on ISO 9001:2015, ISO 45001:2018 and ISO 14001:2015 standards. Within the framework of the requirements of our Management System, the monitoring and evaluation of our suppliers is established, in order to guarantee the quality of their products and/or services.

The evaluation of suppliers is carried out at least annually, although continuous control is maintained over the product or the provision of the service, taking into account possible incidents that arise, their impact on our production process and the satisfaction of our customers. The evaluated supplier will be able to consult the degree of satisfaction found in its line of action, as well as the possible improvement proposals necessary to correct erroneous or improvable actions.

CARROCERIAS FERQUI S.L. It has an integrated Quality, Environment and Occupational Safety management policy that includes the company's strategic lines, including compliance with applicable legislation and other requirements.

In the operations carried out, the strategic lines established by the Policy must always be taken into account. <https://ferqui.com/politica-integrada/>

Carrocerías Ferqui, S.L.