CIE Automotive

GENERAL PURCHASING CONDITIONS

1.- ACCEPTANCE OF THESE CONDITIONS. Supplies to CIE AUTOMOTIVE companies, from here on "CIE AUTOMOTIVE" or "The CUSTOMER", arising from orders made by the latter shall be carried out in accordance with these General Purchasing Conditions, which shall be considered accepted by the SUPPLIER in the event that the latter gives its express or tacit conformity to the order sheet and hence, with the task performed, except in the event of special circumstances expressly stipulated in a separate document. Compliance with the requirements indicated in these General Purchasing Conditions is compulsory for supply to each and every one of the companies forming part of the group of CIE Automotive in every moment. While the document remains in force, its content is mandatory, even if it has not been made explicit reference to this in the documentation corresponding to the purchase. These general conditions may be supplemented by specific conditions or a Framework Agreement, set up specifically for one or more specific requests made by the companies of the group CIE Automotive (hereinafter referred to as Particular Conditions). In the event of a discrepancy between one and the other, shall prevail in the Particular Conditions.

2.- MODIFICATIONS. Any modification or exception to these General Conditions made by the supplier must be accepted, in advance and in writing by CIE Automotive, and only apply to the specific Request for which have been proposed. Any agreement reached with another department that attempts to modify the terms and conditions previously agreed must be approved in writing by the CIE AUTOMOTIVE purchasing department in the form of an appendix to this contract. Accordingly, the signing of sale forms of suppliers or the existence, in the case of General Conditions of sale of the Supplier, do not exempt from the application of these General Conditions, which prevail, in any case, except with prior written acceptance of CIE Automotive as provided in the same together with the express repeal, partial or total, of the present General Conditions.

3.- CONFIDENTIALITY. The CUSTOMER reserves the right to require the Supplier to sign a NDA, Non-Disclosure Agreement, or equivalent confidentiality document in order to ensure that the information received is not used by the latter in relations with other parties.

On the other hand, CIE Automotive expects from the Supply Chain, observation about rules TISAX (Trusted Information Security Assessment Exchange), which is a maturity-based information security assessment approach aimed at the needs of the automotive industry, applicable primarily to tier 1 and tier 2 suppliers, but extensible to more complex supply chains, assessment is a requirement of certain original equipment manufacturers (OEMs). The main need is to protect:

- Projects or design information, prototypes or secret investment plans.
- Big data and process data, linked to new digitalization concepts, the development of autonomous cars.
- Interconnections within the supply chain network.
- Personal data of customers.

4.- PROCESSING OF PERSONAL DATA. The parties invoke to the 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 on the free movement of such data, or similar Regulation in other countries.

5.- CERTIFICATES OF ORIGIN. The SUPPLIER shall supply the CUSTOMER with any certificate it may request, together with all of the necessary, signed, and complete details. This shall also apply to documents concerning the return of taxes from suppliers in the same country or in foreign countries. Moreover, the SUPPLIER shall inform the CUSTOMER if the goods to be delivered are subject to export restrictions, whether wholly or in part.

6.- ORDERS. All order made from CIE Automotive that is not supported by a contract will be supported by an order form (the "ORDER"), or, in his absence, by a budget agreed to in writing by CIE Automotive. The CUSTOMER shall make its Orders using a standardized model, each with its order number. The Order shall be considered accepted by the SUPPLIER when the latter gives express indication thereof or tacitly within 10 working days of the date on which the order was made, or by the tacit mere execution of the Order by the SUPPLIER.

The CUSTOMER may issue blanket purchase orders based on supply schedules. The quantities shall be defined by such schedules and may be modified or suspended by the CUSTOMER according to its production requirements, without giving rise to any right to compensation.

7.- DELIVERIES. All goods deliveries shall be made to the unloading area of the factory indicated in the Order or delivery program and transported at the expense and risk of the SUPPLIER.

The default Incoterms are DDP (Delivered Duty Paid at the agreed destination) for domestic transactions and CIP (Carriage and Insurance Paid to the agreed destination) for intra-Community transactions unless otherwise agreed.
Deliveries must be made in the quantity, within the timeframe, and in the manner specified in the Order or in the schedules under which it is carried out.

In the event of a risk of failure to meet delivery deadlines, the CUSTOMER may arrange for expedited transportation of the materials, with all resulting costs to be borne by the SUPPLIER.

8.- INSPECTION AND ACCEPTANCE. The CUSTOMER reserves the right to carry out the verifications at source and audits it considers appropriate, whether on its own initiative or accompanied by its Client, to the quality system, manufacturing process, products, inventory status, equipment and packaging, handling etc., at the SUPPLIER's plant. To that effect the CUSTOMER's authorized representatives shall have free access at all times (on request), during the period of implementation of the delivery contract, the local workshops or factories of the SUPPLIER and/or subcontractor, where they are in manufacture, stored or running the materials and/or equipment hired. In the event that SUPPLIER breaches are observed, the latter shall undertake to correct them in the term stipulated by the CUSTOMER.
The defective material found, either in the receipt of materials, during the manufacturing process or in the subsequent implementation, it will be returned freight collect to the SUPPLIER, the supplier shall be responsible for the expenses that might be incurred as a result of the problem of “not quality” found.

9.- COMPLIANCE WITH DELIVERY COMMITMENTS. In the event of SUPPLIER breach of the agreed delivery commitments, either as regards quantity or term, even due to a cause beyond his will the CUSTOMER shall be authorized to modify at its convenience the total quantity and terms originally agreed, or to regard the Order as fully cancelled. Partial deliveries will not be accepted or amounts greater than those requested, unless that is indicated in the Order or specifically requested in writing. In the case of receiving higher amounts to those reflected in the Order, the surplus can be returned to the SUPPLIER with the corresponding freight to its charge.

10.- DELAYS AND DAMAGES. In the event of the SUPPLIER´s breach to comply with any of the obligations laid down, and without prejudice to the exercise of the legal actions that may correspond to the CUSTOMER, it is agreed a penalty of 1 % of the value of the undelivered material for each week with of delay, (with a maximum of 5%), without prejudice to the obligation for the supplier to pay the 100% of other costs or prejudices deriving from the aforementioned SUPPLIER´s breach, line stoppages, special transport, etc.

11.- DELIVERY NOTES. The materials shall be accompanied by the corresponding delivery notes, which shall indicate the following information:

- SUPPLIER number assigned by the CUSTOMER.
- Order number and purchasing order (OF).
- Code and full name of the material as per the order.
- Actual quantity sent.
- Date and number of document.
- Number of bundles, net weight and gross weight.

Should these requirements not be met, the CUSTOMER reserves the right to return the delivery and subsequent invoice, since this information is essential for its organization.

12.- QUALITY. Batches that are rejected either totally or in part by the CUSTOMER’S quality services shall be returned to the SUPPLIER at the expense and risk of the latter, and such deliveries shall not under any circumstances be considered completed.
Depending on the case in question, the CUSTOMER may:

- Reject the material, which will need to be delivered again in the same quantities.
- Reject the material, without a replacement being sent by the SUPPLIER.
- Reject the entire batch and cancel the order. Moreover, it may claim any damages that should arise.
- Reject, at the Supplier's expense, the quantities necessary to prevent the damages that the partial or total return of the quantity delivered may cause to the CUSTOMER.

Although the SUPPLIER may not have received the notice of rejection before the parts are used, the

CUSTOMER reserves the right to return those that are unusable due to manufacturing faults, establishing the relevant charge at the same time. Moreover, the SUPPLIER shall cover 100% of the costs incurred due to reprocessing, selections, or other actions necessitated due to faults with the supplied products. The Supplier shall conduct continuous improvement activities to offset possible increases in its internal costs and to maintain competitiveness on an international scale.

13.- SUBCONTRACTING. The SUPPLIER may not subcontract all or part of the execution of the order, without the prior written authorization by CIE Automotive. Obtaining such authorization of outsourcing implies that the Subcontractor accepts the present Purchasing Conditions from the moment it begins to provide its services to CIE Automotive. In any case of subcontracting, the SUPPLIER shall be liable jointly and severally liable with the subcontractor in respect of all obligations of this to CIE Automotive, which may exercise the corresponding legal actions either against the Subcontractor and/or SUPPLIER.

14.- EQUIPMENT AND STANDARDS. Stamping tools, molds and general tools ordered or required to obtain the parts stipulated in the Order shall be considered the property of the CUSTOMER and may be withdrawn by the latter when it requests delivery thereof, and the Supplier shall renounce any other right that may correspond to it. The SUPPLIER shall provide an "in deposit" delivery note for these materials. While these materials are in the possession of the Supplier, the Supplier shall be responsible for their maintenance and conservation in order to ensure their good operation.

15.- PRICES. The prices referred to in the Order are fixed and unchangeable, except for any contrary written agreement, and include all of the goods or services which are the subject of contracting as well as any costs to be borne by the supplier to make effective the supply or provision of those. The CUSTOMER shall not accept any change to prices once the order has been processed, unless it involves a change in manufacture that has been agreed between the parties.

16.- INVOICES. Payment invoices shall be submitted in duplicate. The invoice must collect the order number, reference, description of the product or service, delivery note number, unit price, total amount, date, expiration date, name, NIF, bank details (in case of a transfer), and address. The invoices will be sent to "THE CUSTOMER" by the means previously agreed between both parts, post, fax, e-mail…….

17.- CONDITIONS OF PAYMENT. Payment conditions shall be agreed upon by both parties and will be reflected in the Order or in any other document signed by CUSTOMER and SUPPLIER.

18.- RESOLVE. The relationship between the CUSTOMER and the SUPPLIER shall be extinguished by its expiration or early termination of the same. The CUSTOMER shall have the power to resolve in advance the contractual relationship in the following cases:

- The SUPPLIER's failure to comply with the legislation in force, and in particular, of the labor obligations, social or fiscal, related to personnel intended for the execution of the order.
- Any breach of these Terms and Conditions or any of the other documents that form part of the Order, considering as non-compliance, the unwarranted delay in the execution of the supply or services ordered.
- The extinction of the legal personality of the SUPPLIER or the sale or transmission of the SUPPLIER or its transformation into another legal entity.
- Assignment of the contract, in whole or in part, without the prior authorization, express and written, of CIE Automotive.
- The application for a declaration of bankruptcy of the SUPPLIER or the existence of a significant decrease of its financial capacity that could assume the foreseeable cessation of its payment obligations.
- The mutual agreement between the parties.

19.- FORCE MAJEURE. The CUSTOMER may suspend the receipt and payment of goods requested from its Supplier in the event of flooding, fire, or other accident at the factory where the delivery is to be made, and in the event of collective conflict, similar situations, or those of force majeure.

20.- SUPPLIER'S LEGAL COMPLIANCE. The SUPPLIER undertakes to comply with and enforce their employees, and in its case, its contractors and assignees, the legislation in force in the Fiscal, Employment, Social Security, Safety and Health at Work and the Environment, and any other legal application, as well as respecting, in the case of activities carried out at the installations of CIE Automotive, policies on Safety and Health at Work and the Environment taken by CIE Automotive.
Likewise, the SUPPLIER, in jobs to be performed at the CUSTOMER'S facilities, shall respect and ensure compliance with the rules of the workplace at which they are carrying out their task, together with those set down by the legislation for the task to be performed. Breach of these rules shall authorize the CUSTOMER to terminate the contract with the SUPPLIER and/or to claim any damages arising from such breach.

21.- CONFORMITY WITH REGULATIONS. All products and/or services supplied by the SUPPLIER must meet the applicable requirements regarding regulations, documentation and safety. The Supplier shall put in place processes to guarantee compliance with government restrictions and safety regarding substances with restricted or prohibited use, including products purchased by it or those relative to the production process.

The SUPPLIER shall fulfil any legal obligations and requirements applicable at any given moment, specifically including EC Regulation 1907/2006 of the European Parliament and of the Council concerning the registration, evaluation, authorization and restriction of chemicals (REACH) and any modifications that may be made to said regulation in the future, as well as any other regulation applicable to this field.

CIE Automotive suppliers must fulfil the regulations about the use of conflict minerals sourced in the "Covered Countries". (See "Dodd-Frank Wall Street Reform and Consumer Protection Act Section 1502" for American companies. And for European companies: "EU Regulation 2017/821", approved in 2017, valid from January 1, 2021. New European Regulation, has the same Minerals in scope and very much aligned to the US Dodd-Frank Act aforementioned).

The breach of this regulation involves, in first term status as "Global Business Hold" and the removal as supplier for CIE Automotive, if after an agreed period the situation is not solved satisfactorily.

In this same way, CIE Automotive expects, that all the "Supply Chain Suppliers", knows, share and meets the list about critical raw materials (CRMs)*, created by the European Commission.
*https://ec.europa.eu/growth/sectors/raw-materials/specific-interest/critical_en

22.- ENVIRONMENTAL, SOCIAL AND GOVERNANCE CRITERIA. The CUSTOMER takes ownership of the ten universally accepted principles in the United Nations Global Compact strategic policy in the areas of human rights, labour and environment, and integrates them within the company's strategy and activities. These ten universally principles in the UNG Compact strategic policy are considered an integral part of its strategy and operations, so the compliance of them should be equally borne to the supplier. Therefore, every supplier must have a plan aligned with the **United Nations 2030 Agenda for Sustainable Development**.

The Suppliers' ESG Commitment as well as the Sustainable Purchasing Policy, both documents hosted at www.cieautomotive.com/web/guest/suppliers, detail the requirements that all SUPPLIERS involved in the supply chain are required to comply with. Tacit acceptance of these GPCs implies compliance with the above.

23.- RISK IDENTIFICATION AND NOTIFICATION: The supplier must have a system for detecting any risk that may arise in terms of human rights or the environment in its suppliers. Likewise, it undertakes to require its suppliers to have this risk identification system in place and to demand the same from its suppliers. They also undertake to inform Cie Automotive of any presence of these risks as soon as they become aware of them.

24.- RIGHT TO CONDUCT AN ON-SITE AUDIT. Cie Automotive will carry out an on-site audit of the supplier when the presence of a high risk in terms of human rights and the environment is evident. An action plan will be made together with the supplier so that within 3 months this risk has disappeared or has been mitigated to acceptable levels. If the result of this action is not positive and the risk is still present 3 months later, the relationship with that supplier will be canceled until that risk has disappeared without any penalty for Cie Automotive. Likewise, the supplier undertakes to act in the same way with its suppliers, requiring the performance of On-Site Audits when a high risk in environmental or human rights matters is evident and to establish action plans in the 3 months following the detection of the risk and the suspension of relations with the supplier in the event of failure to mitigate it to acceptable levels. The supplier will also require its suppliers to include these same criteria in their contracts with their suppliers.

25.- NON-COMPLIANCE: In general, any non-compliance with Directive (EU) 2024/1760 of June 13, 2024 or any of the clauses of this document by the supplier will result in the suspension of the contractual relationship between CIE Automotive (without penalty to charge of CIE) and its supplier.

26.- INSURANCES. The SUPPLIER must compensate all damages, personal or material, which, as a result of the execution of the order, cause to the CUSTOMER or third parties, or in its case, repair or replace the damaged property, when the nature and purpose of the same allows to it. These effects, and regardless of all the mandatory insurance as required by the legislation for the proper exercise of the Order, the supplier shall be obliged to provide a liability Insurance Policy, which covers the possible contingencies that may arise against a third party, including the CUSTOMER itself.

27.- LEGAL REGIME. The applicable law shall be the law of the registered office of the company of the group CIE Automotive recipient of the delivery or supply by the SUPPLIER. The supplier, for the case of a dispute, disagreement,

issue or complaint arising from the interpretation or execution of the order or of the present General Conditions with express waiver of its jurisdiction, submits to the jurisdiction and competence of the courts and tribunals of the place where the registered office of the company of the group CIE Automotive recipient of the delivery or supply by the SUPPLIER.

28.- CODE OF CONDUCT. Just as all CIE Automotive employees are required to familiarize themselves with and comply with the Code of Conduct, the Group also encourages its business partners (joint ventures, suppliers, customers, contractors and other partners) to align their conduct with the Code and apply equivalent ethical standards, including Anti-Corruption, Bribery and Conflict of Interest, among others.

The partial or total breach of the aforementioned Code of Conduct, would allow the automatic resolution of the contractual relationship, as well as the elimination as a supplier of CIE Automotive

29.- WHISTLE-BLOWER CHANNEL: CIE Automotive has set up a procedure for managing notifications and enquiries with respect to Code of Professional Conduct breaches or anomalies. All members of the organization and any of its stakeholder groups may use to it make enquiries or notify unusual activity or breaches of the rules set down in the Code of Professional Conduct aforementioned, using the following channels:

Corporate website in the "Ethical Channel" section: https://cieautomotive.com/en/ethical-channel

In the same way, the CIE Automotive Group fervently recommends, to its suppliers and the rest of its supply chain, to have a similar procedure for managing notifications and inquiries regarding its Code of Professional Conduct.