

**1. Scope**

The present General Purchasing Conditions apply to purchases made by Iberica de Suspensiones, S.L. (ISSA) from the Supplier, and expressly exclude all clauses to the contrary contained in the latter's general sales conditions or in any other document. They apply to all purchases made by ISSA whether these concern tooling, machines, parts, raw materials or other supplies, including services (hereafter referred to indifferently as the "Supplies").

The present General Purchasing Conditions may only be modified via a special clause written and signed by ISSA's Purchasing Department.

**2. Orders or Delivery Schedules**

Following a period of eight calendar days after the receipt of the order or delivery schedule, unless written reservations have been issued by the Supplier, the order or delivery schedule will be considered to have been accepted, in addition to all of its related terms and conditions. The same applies in the event that the Supplier begins to produce or perform the order.

**3. Conformity****3.1 General points**

The Supplier's observance of the terms of the order (including among others lead times, dates, conformity and performance), constitutes an obligation of result. The Supplier is also bound by a duty to provide advice and information.

**3.2 Conformity to drawings, specifications and schedules of conditions**

Without in any way prejudicing the clauses of article 3.3, the Supplies must conform to the drawings (including the tests required), specifications, schedules of conditions and (for any unstated characteristics) to the initial samples accepted by ISSA. Any technical modification, however minor in nature, must be covered by a numbered order amendment, issued by the Purchasing Department.

**3.3. Conformity to laws and regulations**

The Supplies delivered must conform to the requirements of the applicable laws, regulations and standards in all of the states in which ISSA's products are sold, in particular concerning hygiene, safety, environmental protection and CBAM declarations.

**3.4. The origin of the Supplies**

The Supplier must be prepared to certify the origin of the Supplies at ISSA's request.

**3.5. Quality assurance**

Upon acceptance of an order, the Supplier must abide ISSA's quality system, as notified to him by ISSA, and must strictly observe its terms and requirements.

**3.6. Changes to the product / production process / production site**

The Supplier is required to inform ISSA in writing, prior to any change in the product or production process, as well as in the event of the relocation of the production site. No modifications to the product or production process may take place without the prior written agreement of ISSA. In the event of any modifications which have not been approved beforehand by ISSA, ISSA reserves the right to cancel the order or orders concerned.

**3.7. Goods supplied in "phased batches"**

For Supplies supplied in "phased batches", the Supplier agrees to abide by ISSA's production system, details of which will have been supplied to him by ISSA and agrees to harmonise his administrative and production system with the corresponding ISSA systems.

**4. Industrial and intellectual property rights**

All documents, or verbal and written information given to the Supplier are, and remain, the property of ISSA and must under no circumstances be divulged.

The Supplier guarantees that he possesses all of the intellectual property rights necessary to achieving the purpose of the order and its implementation, or that he has the use of these due to the granting of a licence including sublicensing rights, and that he is the holder of the rights needed to use, distribute, operate and modify the software packages of which he is not the owner and which he uses for the performance of the present order, and that he has freely carried out all adaptations, modifications and usage which may be possibly necessary without infringement of others' rights and without the risk of penalty. The payment of the sales price automatically leads to a right to use the above-mentioned intellectual property rights being attributed to ISSA. In the event that a provisional or definitive ban on using part of the software or of the subject of the order produced by the Supplier results from legal action concerning counterfeiting or any other legal settlement, the Supplier will either obtain the right for ISSA to continue the use of this element, obtaining this at his own cost and as quickly as possible, or else will replace the item concerned by an item which is strictly equivalent.

In the event of complaints or legal claims from third parties, the Supplier must immediately replace ISSA in such actions and defend the case in its place, with it being understood that all sums which may be incurred by ISSA for costs and fees or even for damages paid following sentencing, will be refunded in full by the Supplier to ISSA, without this in any way prejudicing the right of the latter to take any further action.

Any patentable inventions and protectable designs, in addition to their results, arising from the order, belong to ISSA (unless the Supplier clearly establishes the fact that these result solely from his own inventive activities, independently of the order)

**5. Delivery lead times**

The delivery lead time is a key component of the order. This will either be detailed on the order form or stipulated by the Logistics Department of the factory to which delivery should be made.

The Supplier agrees that he will not deliver the Supplies before the scheduled date unless the prior written agreement of the department issuing the request has been obtained and agrees to bear all costs related to all early deliveries. In the event of deliveries outside the scheduled delivery date and lead time, ISSA reserved the right to apply penalties for each day early or late, in conformity with the special conditions negotiated with the Supplier when the order is placed.

All late deliveries will lead to ISSA applying article 14 of the present General Purchasing Conditions, with ISSA then having the option of acquiring the supplies from another Supplier. All on-costs arising as a result of this new order will be borne by the defaulting Supplier.

As an exception to the preceding paragraph, ISSA will have the option of immediately acquiring the supplies from another Supplier, with no period of notice necessary, in the event of a late delivery of Supplies to be delivered as part of "phased batches".

**6. Prices, invoicing and payment terms**

6.1. Unless stipulated to the contrary in the order, the prices are firm and non-revisable and are considered to be "Delivered Duty Paid" - DDP - to ISSA's warehouse (as per the definition of the Incoterms 2000), with the Supplier bearing all transportation and unloading costs, customs duties, taxes and charges, including insurance and risks, until final reception in conformity with the stipulations of article 9 hereafter.

6.2. Unless the contrary is stipulated in the order, all of ISSA's purchases are payable with bank transfer following a period of 60 days from the invoice date.

**7. Packaging and shipping documents****7.1. Packaging****7.1.1. Type**

All deliveries must be carried out using the packaging stipulated by ISSA on the purchasing specification or the order, and (unless stipulated otherwise to the contrary) conforming to all standards applicable within the member states of the European Economic Area or in any other state in which ISSA's products are distributed.

Damage to the items supplied resulting from inappropriate packaging will be at the cost of the Supplier.

**7.1.2. Wording**

Each packaging unit must include the wording required by the applicable regulations in the member states of the European Economic Area or in any other state in which ISSA's products are distributed, on the exterior of the pack, in addition to all information concerning special storage conditions etc.

Moreover, each pack must feature wording detailing the ISSA order number, the serial number, the name/description of the Supplies, the quantity delivered or the gross or net weight.

**7.2. Shipping documents**

The Supplier is required to attach a detailed statement showing the packing list and the pack type in addition to the information shown on the order, making it possible to identify the Supplies and to carry out a quantitative inspection of them.

**8. Reception - Guarantee**

8.1. Except in the event of clauses to the contrary shown on the order form, reception is always carried out in ISSA's premises, when the transfer of property occurs, except for consignment stock supply, on working days, during the opening times of the establishment to which delivery is made. No deliveries will be accepted outside these times.

ISSA reserves the right to carry out or have carried out any inspection of the Supplies before delivery, on the Supplier's premises, as well as on the premises of ISSA following their delivery, with it being understood that this option will in no way diminish the guarantees granted by the Supplier.

8.2. In particular, ISSA reserves the right to refuse the Supplies in the following cases, by the sending of a simple letter, by e-mail or fax:

- The nonconformity of the Supplies vis-à-vis the quantitative or qualitative specifications shown on the order.

- Failure to observe the delivery dates and times.

- Incomplete delivery or over-delivery

8.3. All substandard Supplies may be returned to the Supplier at his own costs, and risks.

The Supplier must recover the refused Supplies within a period of five (5) working days as from the issuing of the notification of the refused delivery.

The Supplier is required to pay all costs (waste, storage, sorting, modification, tool breakage, breakdowns, production stoppages, emergency production for recovery purposes, penalties, etc) incurred by ISSA due to the nonconformity of the items supplied.

Moreover, in the case of a substandard delivery, ISSA has the option to cancel the order in conformity with article 14 of the present General Purchasing Conditions and may then purchase the Supplies from another Supplier. All on-costs resulting from this new order will be borne by the defaulting Supplier.

As an exception to the preceding paragraph, ISSA will have the option of immediately acquiring the supplies from another Supplier, with no period of notice necessary, in the event of a late delivery of Supplies to be delivered as part of "phased batches".

8.4. The Supplier bears full liability for the design and/or manufacturing of the items supplied as per the instructions submitted to him in the order, or which have been defined at the start of the product development work, including among others concerning the areas of competence applicable to the Supplier. The Supplier is responsible for the technical choices concerning the items supplied, regardless of the level of assistance provided by ISSA during the development work, even if the product was accepted by ISSA during the procedure for examining the initial samples.

8.5. The Supplier guarantees his Supplies against all defects or operating problems, whether apparent or latent, resulting from a design fault or a material or production fault, for a duration of thirty six (36) months as from the definitive reception date of the Supplies by ISSA, and will compensate ISSA for all direct or indirect losses which may consequently arise for ISSA, on a pro rata basis according to his liability and up to the level of (and for the duration of) ISSA's obligations vis-à-vis the acquirer of the products in which the supplies are integrated.

The conditions concerning the implementation of this guarantee may be accompanied by a specific document submitted by ISSA's Purchasing Department.

8.6. Upon expiry of the above-mentioned contractual guarantee, the Supplier will nevertheless remain liable for all of the direct or indirect consequences, and hidden defects or faults which may affect the Supplies. All clauses aimed at reducing the scope of his legal guarantee will be considered void.

Should ISSA or its clients decide to recall the Supplies or a product incorporating the Supplies, the Supplier will indemnify ISSA on a pro rata basis according to its level of liability, for all losses suffered by ISSA.

8.7. The Supplier must have taken out an insurance policy covering his civil liability (product liability and recall campaign cost, for a minimum 5 Mio. EUR). He agrees to provide proof of this immediately upon request from ISSA, in addition to providing proof of the payment of premiums.

**9. Risks**

Regardless of the transport method, the transfer of risks concerning the delivered Supplies will be delayed until these goods are definitively accepted at the location indicated on the order.

**10. Subcontracting**

Orders may not be wholly or partially produced by one of the Supplier's subcontractors without the prior written agreement of ISSA.

In the event that ISSA agrees that all or part of the order may be handled by the subcontractor, the Supplier will remain solely liable vis-à-vis ISSA for the performance of his service by the subcontractor and agrees to ensure that the subcontractor scrupulously observes the present General Purchasing Conditions.

**11. Confidentiality**

The Supplier is required to observe strict commercial secrecy. All information supplied by ISSA must be considered confidential and among other things the Supplier must take all necessary measures to ensure that none of the information (particularly specifications, formulas, designs, and drawings) is communicated or revealed to third parties, either by himself or by his employees, agents, representatives or personnel (whether employed on a permanent or occasional basis), suppliers or subcontractors.

This confidentiality obligation will be maintained for the whole performance period of the order as well as for a period of five (5) years beyond this.

When the performance of the order is complete, the Supplier agrees that it will immediately return all documents related to it, whether confidential or otherwise, to ISSA upon request.

**12. Transfer of ownership**

12.1 ISSA becomes the owner of the ordered Supplies the moment that these are customised on the premises of the Supplier, who agrees to have ISSA's right of ownership observed and defended under all circumstances.

**Only those reservation of title clauses accepted and expressly signed by ISSA will be considered as exceptions to this principle. If the subject of the order results in phased deliveries, the transfer of ownership takes place as each of these deliveries occurs but the risks nevertheless remain incumbent upon the Supplier until reception takes place.**

12.2. In the case of partial financing, the materials or semifinished products needing to be bought in by the Supplier will automatically become the property of ISSA with no formalities necessary, upon payment of the corresponding portion of the price. In his capacity as a custodian, the Supplier agrees to deploy all of the necessary resources for the customisation of the said raw materials or finished products, including among others by fitting labels on them bearing the ISSA name.

**13. Tooling**

13.1. In the case of moulds, tooling or machines obtained by the Supplier on behalf of ISSA, this tooling in addition to the related industrial and/or intellectual property rights will become the property of ISSA as and when it is produced and may not be retained by the Supplier nor seized by any of the Supplier's debtors. As a custodian, the Supplier agrees to deploy all means to customise the said moulds, tooling or machines, including among others by fitting a metal or cold stamped label including the wording "Property of ISSA: exempt from seizure".

13.2. In the event that ISSA stores moulds, tooling or machines on the Supplier's premises as part of a subcontracting arrangement:

- The moulds, tooling or machines are and remain the exclusive property of ISSA who may withdraw these at any moment.
- The moulds, tooling or machines are used exclusively for the performance of ISSA's orders
- The Supplier must bear the cost of the preventive and curative maintenance and adjustments necessary to ensure the correct operation of the moulds, tooling or machines.
- Unless agreed to the contrary, the Supplier will bear the risks for the moulds, tooling or machines in addition to all risks related to their use. The Supplier will insure the moulds, tooling or machines against all losses which may befall them (including theft) for a value at least equal to their replacement value, as well as against all losses which they may cause to third parties.

**14. Service parts**

The Supplier shall ensure the supply of service parts or the raw material for them for at least 15 (fifteen) years after the end of the mass production supply to ISSA. The price of the service parts or raw material would be subject to a separate negotiation between the Supplier and ISSA that would take the special costs of its production into account.

**15. CSR / Sustainability**

The Supplier shall ensure the compliance with the Safety, Environment, Business Conduct and Human Rights Policies included at ISSA web page [www.issa.es](http://www.issa.es). So, additionally to being already included on these documents, the following policies must be respected:

- Child labour and young workers employment is not tolerated
- Wages and benefits will be fair and competitive based on agreements between the parties
- Working hours shall comply with the regulation
- Modern slavery (i.e. slavery, servitude and forced or compulsory labour and human trafficking) is not tolerated
- Ethical recruiting shall be assured
- Freedom of association and collective bargaining shall be respected
- Non-discrimination shall be guaranteed, and harassment rejected
- Women's Rights shall be respected
- Diversity, Equity, and Inclusion shall be assured
- Rights of Minorities and Indigenous Peoples shall be respected
- Land, Forest and Water Rights shall be complied and Forced Eviction rejected
- Use of Private or Public Security Forces shall be according to the law
- Anti-Corruption and Anti-Money Laundering measures shall be taken
- Data Protection and Data Security shall be respected
- Financial responsibility (Accurate Records) must be complied with
- Conflicts of interest shall be rejected
- Whistleblowing shall be established and protection against retaliation shall be guaranteed
- GHG emissions shall be reduced
- Energy efficiency shall be promoted
- Renewable energy shall be favoured
- Decarbonisation shall be promoted
- Water quality, consumption and management shall be complied with
- Air quality shall be respected
- Responsible chemical management shall be assured
- Sustainable resources management shall be promoted
- Reuse and recycling shall be favoured
- Animal welfare shall be assured
- Biodiversity and proper land use shall be respected, and deforestation shall be rejected
- Soil quality shall be complied with
- Noise emissions shall be reduced, and regulation complied with
- The use of counterfeit parts is not accepted

The supplier will fulfil the self-assessment questionnaire available at the said web page and return it signed (.pdf format or equivalent) to its ISSA contact Buyer. And also agree to perform a second party or a third-party audit thereof.

**16. Disclosure of Information**

Suppliers shall ensure the respect of privacy and confidentiality, in compliance with applicable regulations regarding protection of personal information. Also, suppliers shall protect the confidential information of ISSA and of its customers, accessible as part of the business relationship, by not sharing this information with anyone unless expressly authorized by ISSA. They should not trade in securities based on confidential information received or encourage others to do so. If suppliers access to ISSA confidential information by error, they should immediately notify it at ISSA and refrain from further distributing it.

**17. Fair competition**

ISSA sustains the principle of fair competition and refrains from any anti-competitive practices and any behaviour that proves collusive or that represents abuse of a dominant position. Suppliers are expected to comply with applicable competition and anti-trust laws, and they should not abuse of a dominant market position or conclude any anti-competitive agreement with competitors, business partners or other third parties.

**18. Import, export controls and economic sanctions**

ISSA and its suppliers need to strictly comply with regulations relating to doing business in countries and with entities under international sanctions. International sanctions refer to United States (U.S.) and European Union (E.U.) sanctions. It is therefore strictly forbidden to do any direct or indirect business with the listed countries periodically updated by local governments.

**19. Defeasance clause**

In the event that the Supplier totally or partially fails to perform any of his obligations arising as a result of the order or the present General Purchasing Conditions, the order may be cancelled by ISSA automatically, with no formalities necessary, by the sending of a registered letter with proof of receipt, 15 days after the sending of formal notice to comply, this having remained fruitless, without this in any way prejudicing the application of lateness penalties and reparations for losses suffered by ISSA.

**20. Applicable Law and attribution of legal competence:** Spanish Law only will apply to the interpretation and performance of the present general purchasing conditions, which refer to orders placed by ISSA. Exclusive legal competence is granted to the Commercial Court of Valencia.