

SUSTAINABLE PURCHASE CONDITIONS

ECRIMESA Group

REVISION INDEX

REVISION	DATE	DESCRIPTION
1	19/09/2024	General overview

Printed versions may not be the most up-to-date. Suppliers must use the latest version, which can be found on our website <http://ecrimesagroup.com>

SUSTAINABLE PURCHASE CONDITIONS

ECRIMESA Group

These General Purchase Conditions will apply to each purchase order sent by ECRIMESA GROUP (Buyer), and in case of any disagreement, these conditions will prevail over those previously established by the Seller (Supplier).

Purchase Conditions

- The Supplier must confirm receipt of the Purchase Order and the Delivery Date, accepting both the General Conditions and any Special Conditions specified in the order. If the Supplier does not state disagreement in writing within five working days from the Order Date, the Purchase Order will be considered accepted.
- Any terms agreed to that differ from those attached, added, or modified by the Supplier in any Order Confirmation will be irrelevant unless expressly accepted in writing by the Buyer.
- Prices and Order Conditions (payment terms, delivery times, packaging, and Special Conditions) are considered fixed according to the terms established in the Purchase Order. Any changes to these conditions must be agreed upon in writing with the Buyer. If not, any costs incurred due to non-compliance with these conditions will automatically be charged to the Supplier.
- Unloading Schedule: Unloading will take place from 7:00 AM to 14:00 PM. No deliveries will be accepted outside of these hours unless expressly agreed by the Purchasing Manager. All Invoices and Documents issued by the Supplier must include the Purchase Order Number and the corresponding description.
- The Buyer reserves the right to return any material at the Supplier's expense in the following cases: defective or damaged products, non-compliance with drawings, specifications, or technical agreements, or any situation in which the delivered product differs from the one requested.
- Delivery Delays: If delivery is delayed beyond the specified date in the Purchase Order, the Supplier will suffer a penalty of 2% of the total order amount if the delay exceeds one week unless a prior written agreement is reached. Any delay will only be accepted if the Buyer has been informed and has accepted it in writing.
- If the Supplier fails to comply with any of the General or Special Conditions, the Buyer reserves the right to cancel the order without notice and without incurring any costs.
- The Supplier declares and guarantees that the materials supplied under the Purchase Order are free from defects and ownership issues. Any dispute related to these conditions will be resolved in accordance with Spanish law in the courts of the jurisdiction where the Buyer's registered office is located.

Quality Conditions:

- Any change in the product/process supplied to ECRIMESA GROUP must be communicated in advance and will not be carried out without prior consent.
- The Supplier must keep records that provide evidence of the application of quality systems. This documentation must be retained for the specified time and made available to ECRIMESA GROUP upon request. Unless otherwise specified in the technical conditions of each material or service, the general retention period for records is ten (10) years for safety or regulatory requirements and three (3) years for others, from the date of issuance or, where applicable, obsolescence.
- Every material delivery must be accompanied by the relevant delivery notes, quality certificates, control records, etc., as specified in the technical conditions for each material or service. This does not exempt the Supplier from the responsibility to keep its own records, as indicated in the previous point, nor from carrying out additional checks that may be necessary to ensure the quality of the supplied product or service.
- Inspection Rights: ECRIMESA Group's technicians, clients, and regulatory authorities will have access to the Supplier's factories and installations at any level of the supply chain to carry out the necessary inspections.

Health and Safety, Human Rights, and Working Conditions:

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- The Supplier will ensure that the products supplied are equipped with all required safety devices. The Supplier must propose any additional safety devices that may be necessary for its products. In addition, the product must be accompanied by the appropriate safety documentation, such as the Conformity Certificate, an operating manual in Spanish, or a Safety Data Sheet in Spanish, where applicable.
- The Supplier is responsible for complying with all applicable international laws, standards, and regulations concerning health and safety, employment (wages and benefits, working hours, freedom of association and collective bargaining, etc.), child labor, and clandestine, forced, or disguised labor. Likewise, the relevant provisions on discrimination, harassment, diversity, equality, and inclusion must be applied. For further clarity, refer to the ECRIMESA GROUP CODE OF CONDUCT on the website <http://ecrimesagroup.com>.
- The Supplier will establish appropriate channels for processing complaints, with protection against retaliation.
- The Supplier declares and guarantees that they have all the necessary authorizations to carry out their activity; furthermore, they undertake to keep these authorizations in force and to provide a copy upon request by the Buyer.
- The Supplier will ensure that its products comply with all applicable legal provisions in the countries where they will be sold.
- The Supplier declares and guarantees that the product does not contain any Category 1A and 1B CMR substances (carcinogenic, mutagenic, toxic for reproduction).

Environmental Conditions:

- The Buyer reserves the right to require compliance with the ISO 14001 standard (Environment).
- The Supplier is responsible for complying with all applicable international laws, standards, and regulations regarding the environment. Additionally, they are committed to reducing greenhouse gas emissions (GHG), improving energy efficiency, using renewable energy where applicable, ensuring air quality, and paying attention to water management and sustainable resource management, promoting reuse and recycling. For further clarity, refer to the ECRIMESA GROUP CODE OF CONDUCT at <http://ecrimesagroup.com>.
- The Supplier undertakes to comply with the European REACH legislation on chemical substances (EC 1907/2006) and their safe use. In particular, the Supplier undertakes to register (if necessary) the substances contained in the product.

Business Ethics Conditions:

- The ECRIMESA GROUP Code of Conduct prohibits all forms of corruption and money laundering. The Supplier must take appropriate measures to ensure the traceability and transparency of its financial transactions.
- The Supplier must comply with anti-monopoly laws. Any agreement that infringes competition is strictly prohibited, as well as commercial practices that violate antitrust regulations.
- The Supplier must plan, implement, and control appropriate processes for the organization and the product to prevent the use of counterfeit or suspected counterfeit parts and/or materials in the products delivered to ECRIMESA GROUP.
- The Supplier will protect customer information and data and respect third-party intellectual property rights. Furthermore, they must inform of any real or potential conflicts of interest.
- The Supplier must ensure that employees are aware of their contribution to the quality and safety of the supplied product, as well as the importance of ethical behaviour at work.
- The Supplier must impose the same conditions on their subcontractors as ECRIMESA GROUP requires from its Suppliers.