

Rev.: 12
Author: Purchases
Approved: Purchases
Date: 25.02.2025

7.4.1-5

Page 1 of 1



General Purchase Conditions

1. These General Conditions of Purchase are applicable to all of the companies that make up HAIZEA GRUPO W.E.C.: Haizea WEC Fundicion, Haizea WEC Mecanizado, Haizea WEC Tratamiento Superficial, and Indae.
2. Only those that have been included on the list of approved suppliers and subcontracted companies that when accepted have the required documentation up to date, in accordance with our document CT-PL-10 may be suppliers to W.E.C..
3. Orders and all agreements with the latter shall only be mandatory for W.E.C. when they have been issued on our forms and are backed with our authorised signature. Telephone agreements require confirmation in writing.
4. Our conditions are understood to have been accepted by the supplier although the order acceptance has not been signed, prevailing over any others that they may have, whether or not they are included in any of their documents, as long as there is no agreement to the contrary in writing.
5. The parties accept the validity of communications by electronic means.
6. All notifications made to the company W.E.C. should be accompanied by a delivery note with value, which should clearly reflect the following details: order/ application no., supplier's name, delivery location, references and quantities supplied.
7. In the case of SCRAP suppliers, the delivery note shall be accompanied by a certificate ensuring that the material supplied is free of radioactive elements.
8. In the case of supply of parts according to drawing that are incorporated into the castings, 100% dimensional certificates must be included with the first delivery, as well as material and treatment certificates.
9. 2 invoices shall be accepted each month, grouping together the deliveries for each 15-day period. The first invoice dated the 15th. The second invoice dated the last day of the month. All the invoices shall be paid through certified payment after 60 days, on the 20th day of each month. The invoice must be received at W.E.C.'s installations within 5 working days following the date of the invoice. In the event that it is received later than this, the payment of the invoice shall automatically be delayed by 1 month.
10. The price of the goods shall be as stated on the order and no increase that has not been agreed upon in writing shall be accepted.
11. No supply with 10% less or more than the requested quantity shall be accepted. On our part, we shall only accept the quantitative determination of units and weights performed at our Control Service when the goods enter the factory.
12. Any change that is made to either the product to be supplied or to its manufacture process must first of all have been notified and approved in writing by the Purchase Management of W.E.C.
13. The supplier shall adopt the necessary measures and controls in order to guarantee that the materials are supplied under the required conditions and shall present the relevant documentation if requested by W.E.C.
14. Technical receipt of materials shall be performed in our factory by our Control Service before they are accepted. These materials may be rejected later on, if defects that are not apparent when they are received are discovered during use and we reserve the right to demand in this case, free of charge, the replacement of the elements that are the object of complaint, as well as repayment of any costs that this rejection might cause to W.E.C.
15. W.E.C. reserves the right not to receive a material when the supplier does not act with due diligence, respecting the established schedules and guidelines set by the offices (reception).
16. The risk associated to the goods shall remain with the supplier until they have been adequately inspected and accepted by W.E.C.
17. The supplier, its subcontractors and licensees and the latter's personnel, must comply at all times with the applicable laws, regulations, codes and standards, including on a not-limitative basis:
 - the rules and regulations that apply to restrictions on hazardous goods (RoHS Directive), and the provisions of EC Regulation No. 1907/2006 (Reach), of 18th December 2008, with any amendments or variations that they may have received or that they may receive in future, as well as any national standard implementing said regulations.
 - The applicable rules and regulations regarding occupational safety and environmental protection.
 - The W.E.C Group Code of Conduct.
18. The delivery deadlines that are established are non-extendable and binding on the supplier. In the event of a delay in total or partial compliance, W.E.C. reserves the right to:
 - A) MAINTAIN the order, applying to the supplier a penalty of 1% per week from the total order for this material, up to a maximum of 5%.
 - B) ANNUL the order with full effect, in which case W.E.C. will notify the supplier in writing as to the decision accepted and be completely exempt from this commitment.
 - C) STOCK UP on these materials from another supplier at any time, without detriment to entitlement to be compensated for the damages thus caused.
 - D) CHARGE the telephone and travel expenses incurred in making complaints regarding said orders.
19. All of the months of the year, including August, are business months to all effects and the supplier must guarantee that all of its company departments function properly.
20. The repercussions of legal rises and drops for materials and labour will be studied on a joint basis with W.E.C. and the supplier in order to determine the amounts in question.
21. If the work is carried out according to forecasts, W.E.C. will assume responsibility up to a maximum limit of 4 weeks.
22. Although it is not expressly indicated, it is hereby agreed that electrical materials and all of those that have to meet the technical characteristics indicated in standing legislation must be supplied in conformity and be subject to the guarantees provided, meaning that the supplier undertakes all applicable liability.
23. In the purchase of new machinery and/or facilities, energy efficiency will be taken into account.
24. All of the information that is shared by W.E.C. and its supplier shall be considered to be CONFIDENTIAL and the supplier may not make use of it without obtaining express acceptance in writing from W.E.C., pending the legal action that may correspond for compensating losses and damages incurred due to non-compliance with the commitment acquired or any others and in that case, according to the terms of Act 3/91 of 10th January (B.O.E. (Official State Gazette) of 11th January), on Unfair Competition.
25. Failure by the supplier to comply with any of the conditions expressed herein shall imply acceptance of liability for successful invoice completion.
26. Criteria for "Supplier Assessment" are defined in the W.E.C. Management System as NCs no./deliveries no. These NCs will result from the breach of the orders, or non-compliance with any of the precedent conditions.
27. Spanish Law applies to these General Purchase Conditions and all the operations associated with them.

UNCONTROLLED WHEN PRINTED OR TRANSMITTED ELECTRONICALLY