



Purchasing terms and conditions

1. Purchasing terms and conditions

A purchase contract, for labor or the supply of labor with us (hereinafter referred to as "Client") is only finalized on the basis of these purchasing terms and conditions.

1.1 Validity of the purchasing terms and conditions

The following purchasing terms and conditions apply exclusively. These purchasing terms and conditions also apply when the Client accepts supplies without reserves, with knowledge of the Supplier's commercial conditions which differ from these purchasing terms and conditions, or which are contrary to these. They also apply to all future commercial relations with the Supplier, and when they are not agreed upon explicitly. The Supplier or contractor's distinct commercial conditions are applied only when the Client has explicitly acknowledged them in writing.

1.2 Orders, prices

1. The orders and delivery orders as well as their modifications and additions are only valid when the Client has authorized or confirmed them in writing or by fax. If the Supplier modifies the order, the Client is not subject to the modification. An amended confirmation of the order on behalf of the Supplier is considered a new offer, to which the Supplier shall be subject for up to 14 days after receipt by the Client.

The acceptance by the Client must be made in writing; the principles of the commercial confirmation letter do not apply.

2. If the Supplier does not accept the order within 14 days of receiving the order, the Client shall have the right of revocation. The acceptance of the order is completed by returning the order confirmation attached to the order. The postage stamp date is decisive for the order reception from the Supplier as well as for receiving the order confirmation from the Client. The same applies for the revocation of the order by the Client.

3. The Client may request, within the framework of what is reasonable for the Supplier, modifications to the supplied item with regard to design and model. The parties shall adequately settle the effects of the change (e.g., higher or lower costs, changes in delivery deadlines, etc.).

4. The agreed prices are fixed prices according to agreed Incoterms.

5. A price accepted by the Client may not be increased without the Client's prior written consent.

1.3 Supply

1. The provided components must be returned to the Client once without cost, and to the extent that they are no longer necessary for supply implementation.

2. Each supply must be accompanied by a packing slip with two copies, which indicate the type and volume of the goods, as well as the order/item number and the customer's part number. If the goods are delivered directly to a third party, or if a third party retrieves the goods from the Supplier, they should follow the Client's shipping instructions.

3. The supply distribution should be done only in the quantities specified by the Client in the order, and on the dates indicated. Partial deliveries require the Client's prior approval.

4. The Supplier must comply with current packaging regulation provisions.

1.4 Delivery time, renunciation, compensation for damages

1. If agreed delivery deadlines are not met or there is a delay in the deadline, the Client will be given certain

claims and rights, including those for compensation for damages, according to legal regulations. After the unsuccessful expiration of a period specified by the Client, the Client shall have the right to seek compensation for damages instead of the service.

2. The Client notes that in the event of a breach of the agreed delivery times, the Client may also fall behind in deliveries, because it has contractual obligations of supply and delivery times with its customers that require on-time delivery, just as is required of the Supplier.

3. The reception of the goods by the Client, or third party designated by the customer, determines delivery compliance; in the case of a recall, it is at the disposal of the Supplier.

4. If the goods are supplied without the Client's approval prior to the delivery date, the Client has no obligation to receive and make payment for it until the agreed delivery date.

5. The Supplier shall immediately notify the Client in writing if they have or expect difficulties in the manufacture or supply of the quality agreed upon, or in supplying the material, or if there are other circumstances that prevent on-time and proper delivery. If the Supplier violates this obligation, they must reimburse the Client for the damage incurred because of it.

6. In the absence of any agreement to the contrary, the Products will be delivered by the Supplier, in the manner indicated by the Client on the Order, on the date and time stipulated, with the costs being at the expense of the Supplier.

7. The Supplier shall notify the Client immediately if the Supplier has reason to believe that the agreed delivery date cannot be met. This notification does not relieve the Supplier of their obligations in relation to the agreed delivery time, nor with its responsibility in this regard. In this case, the Supplier shall notify the Client of the new estimated delivery date.

1.5 Invoices and payments

1. Each Supplier invoice should be submitted to the Client indicating its order and item number.

2. The payment period runs from the date the invoice is delivered or received by the Client, whichever comes later.

3. Any invoice must meet the requirements specified by current legislation, stating at least the Supplier's legal name, TIN, registered office, and registration details.

4. Payment by the Client will be according to current legislation and the payment terms agreed with the Supplier or in the order.

5. The Client's payment is under the provision that it does not oppose impediments due to national or international trade provisions, including embargoes and other sanctions.

6. The Client's standard payment term is sixty (60) days after the date the product is received, unless another term is agreed to in writing. If the Client's payment of the amounts owed is delayed, such a delay does not constitute a serious breach of contract, which would give the Supplier a right to terminate the contract, according to the applicable doctrine recognized by the main jurisprudence.

That is to say, the Supplier may not terminate the contract due to a delayed-payment breach if it is not grave. Each Supplier invoice must be submitted to the Client indicating the order number, part number, and quantity.

7. All invoices should be sent to the Client's address indicated on the order and indicate the purchase order number in question.

1.6 Verification provision

The Client reserves the right to verify all goods according to their own criteria, whether it is at the Supplier's location, at a third party's location used by the Supplier to fulfill their obligations, and also during the production process, as well as later in the carrier's location or in a warehouse. The determinants for verification are the goods specifications as determined in the order, the models and the guaranteed characteristics offered by the Supplier, as well as other determinants agreed with the Supplier.

1.7 Quality and documentation

1. For their supplies, the Supplier shall follow operation and maintenance documents and instructions, recognized technical rules, the current legal safety provisions, and the technical data and standards agreed to with the Client. For their supplies, the Supplier must provide operating and maintenance documentation and instructions.

Modifications to the item being supplied, even when the Supplier considers them improvements, require the prior written approval of the Client. The parties shall continuously inform each other about the possibilities of quality improvement.

2. Materials that do not comply with these conditions will be rejected with a corresponding statement of non-conformity. The Supplier's response providing a solution to the problem will be within a maximum period of 3 days.

With this PMIB will decide the need for:

- Recuperation from the Supplier (cost to be charged to the Supplier).
- Rework in the PMIB facilities (cost 60€/hour).
- Rework in the Supplier's facilities.

The necessary controls, testing, and trials will be performed by the Supplier, who expressly authorizes PMIB to perform those which the Supplier does not do. In any case, the costs incurred will be, as always, paid for by the Supplier.

3. If the nature and scope of the controls, as well as the means and methods of control, are not firmly agreed to between the Supplier and the Client, at the request of the Supplier, the Client will arrange, within the framework of its capabilities, to discuss the controls with the Supplier to determine the state-of-the-art control respectively required.

4. To the extent that the Client, the competent authorities, or the Client's customers request verification of certain requirements, an inspection in the production process, or the control documentation, the Supplier shall approve such inspections and explanations, as well as any other reasonable support.

5. Supplier manual. The Client will make the Quality/Purchasing Supplier's Manual available to the Supplier, which indicates the Client's minimum requirements and general expectations.

1.8 Warranty

The Supplier must properly pack the Products to be sent to the delivery address, given the nature of the products. The packaging must adequately protect the Products against weather, corrosion, accidents, vibration, impact, etc.

1. To deliver the Products for transport or to transport them, the Supplier must comply with all rules and laws applicable in all countries that the Products must pass through to be delivered. The Supplier shall provide all the information required or requested by the Client in connection with the products or their handling, establishing a protocol on behalf of the Supplier that establishes the rules for handling the product, protocol which should be attached to the contract.

2. If the goods supplied have a defect or the guaranteed characteristics are not met, the Client shall be entitled, at their discretion, to request the removal of the defect or the delivery of an item without a defect. In addition, in

accordance with the legal provisions, the Client has the right to reduce the purchase price, to renounce the contract, and to receive 3. The Client has the right to calculate a deadline for removing the defects so that if the defect removal is done by the Supplier, they can eliminate the defects themselves, or a third party can be used, without causing the Client to fall behind with deliveries to their customers. The consequential repair costs will be at the expense of the Supplier. If this is necessary to prevent imminent dangers or substantial damage due to a disruption of the development of the Client's business that otherwise would occur, the Client shall have the right, after the corresponding notice to the Supplier, to remove or eliminate the defects at the cost of the Supplier.

4. If the same defective goods have been supplied previously, in the case of a new defective supply, after unsuccessfully giving the Supplier a deadline to eliminate the defect or provide the goods without defects, the Client will have the right to renounce the contract for the remaining supply not yet fulfilled. Other rights and legal claims for damages remain intact

5. The Client shall notify the Supplier of the supply defects in a timely manner, as determined in accordance with the conditions of the business agreement. Claims for defects are considered on-time when they are enforced within 10 days of being discovered.

6. The Client will return the defective goods to the Supplier, make them available, or place them in storage until their removal, at the expense and risk of the Supplier.

7. If merchandise is returned to the Supplier, the Client will maintain ownership over this until it is accounted for, or the amount that arises from the Client's debit note is paid for. The goods may not be taken as collateral or transferred property. The Client must be informed immediately of impending embargos or if third parties are claiming the goods as collateral.

8. The limited warranty period for claims ends after 24 months from the commissioning of the supplied item, and no later than 36 months after the dispatch to the Client. However, a longer statutory limitation period remains intact.

1.9 Responsibility

1. The Supplier commits to exempt the Client from the first requirement of any obligation to pay compensation for damages, including court costs, which the Client incurs, or which third parties claim against the Client as a result of a faulty supply; for violation of the safety provisions; for insufficient documentation, operation, and maintenance instructions; or for some other reason attributable to the Supplier. This especially applies when a third party appeals to the Client because of an independent responsibility according to the German law of liability for defective products, the corresponding regulations of other countries, or according to the legislation of the European Community. In these cases, the Supplier assumes the Client's responsibility before the third party if and to the extent that the cause of the damage is in their area of responsibility. The original exemption claim also applies to claims made by third parties before the Client.

2. Also, when the design or the structure of the goods complies with the Client's instructions, the Supplier must advise the Client about special risks associated with the design or desired configuration.

3. The Supplier is obliged to compensate the Client for all their expenses incurred due to, or in relation to, an alert or recall of the product carried out by the Client, when and to the extent that the cause for this is located in the Supplier's possession and organization. To the extent that it is possible and reasonable, the Client will have an agreement with the Supplier about the content and scope of the measures to carry out and give the Supplier an opportunity to give their opinion.

1.10 Using the supply within the Putzmeister Group

The Supplier and the Client are in agreement that the goods supplied to the Client can be provided for Client use, and for use by other businesses of the Putzmeister Group, and that the businesses of the Putzmeister Group in which the supplies are used are also included in the contract's scope of protection (in relation to the duties to protect and compensate the Client) between the Supplier and the Client.

1.11 Prohibition of transfer, compensation, right of retention

1. Without the Client's expressed approval, the Supplier may not partially or entirely assign emerging rights or claims in this contract.
2. The Supplier may compensate the Client with credits only if they are indisputable and irrevocable credits.
3. The Supplier's right of retention only exists when the consideration is based on the same contractual relationship and it is undeniable or irrevocable, or when the Client severely damages its emerging obligations under the same contractual relationship.

1.12 Client property, insurance

1. The samples, models, drawings, work documentation, and similar items that the Client places at the disposal of the Supplier or pays for, remain or become the Client's property. Delivering possession of the property may be necessary for the transfer of the property, and this is done with the understanding that the Supplier will hold the items for the Client without charge, with the diligence of a good business partner.
2. To the extent that the Client makes materials or parts available to the Supplier, the Client maintains ownership over them. Immediately after its receipt, the Supplier shall mark the items as the Client's property, keep them separate, and use them only in the context of the provision given by the Client.
3. for the Client, the Supplier shall process or transform the Client's materials or parts made available. If the Client's goods, subject to discretion, are processed together with other items not owned by the Client, the Client acquires co-ownership on the new item in proportion to the Client's item's value, with respect to the other objects processed during production. If the Client's goods, subject to discretion, are mixed together with other items not owned by the Client, the Client acquires co-ownership on the new item in proportion to the Client's item's value, with respect to the other objects mixed during the mixing process. If after mixing, the Supplier's product is regarded as the main item, the Supplier transfers co-ownership to the Client, proportionally. Delivering the property may be necessary for the Client's access to the property, and this is done with the understanding that the Supplier will hold the items for the Client without charge, with the diligence of a good business partner.
4. The Supplier is obliged to make sure all the drawings, models, and tools delivered by the Client, as well as all the materials and parts made available by the Client, are protected from common risks, particularly against fire and theft and, upon request, demonstrate and inform the Client of the existence of these securities. In addition, the Supplier is obliged to inform the Client about an imminent or already produced seizure of the item, as well as other harm to the rights of the Client, within a minimum period of 30 days.
5. The Supplier is obliged to have adequate product liability insurance and proper product recall insurance. The insurer must understand the Supplier's risk of legal liability for any damage caused by their goods, and the risk of their goods due to alert actions and product recall. Upon request, the existence of insurance must be shown to the Client. The Supplier's liability to the Client is not limited by the insurance policy and by coverage obtained through it.

1.13 Export control

The Supplier shall inform the Client in writing as soon as possible, however no later than two weeks prior to the supply date, all the information and data that the Client needs to comply with foreign trade regulations applicable to export, transfer, and import, as well as in the case of resale in the re-export of goods and services, especially for each good and each service:

1. The corresponding position in the export list (to the extent that the goods do not fall under any position on the export list, it should be indicated with "AL:N");

2. The number of statistical goods in conformance with the current classification of foreign trade statistical goods and the SA Code;

3. The country of origin (not preferential origin) and to the extent required by the Client, the Supplier's declarations on the preferential origin or certificates of preference (control data on export and foreign trade). In the case of modifications to the origin, ownership of the goods or services, or the applicable right of foreign trade, the Supplier must update and communicate with the Client in writing as soon as possible, however no later than one week before the submission deadline, the control data on export and foreign trade. The Supplier bears all the costs and damages produced by the Client as a result of the lack of, deficiency in, or the delayed reception of the control data on export and foreign trade.

2. Confidentiality

1. The contracting parties agree to treat as trade secrets all the non-public commercial and technical details that become known through the business relationship, even when the relationship is finished. This point not apply to the facts, documents and reports that contracting part knows in a parallell way without having to take responsibility for it, or already knew before the other contracting party made it accessible, or which came to their knowledge through a third party without there being a violation of a confidentiality agreement corresponding to the third party on behalf of the other contracting party.

2. The Client's drawings, models, samples, material lists, and similar objects and writings and other confidential information, including information provided orally, may not be transferred or made accessible to others, nor can they be used as supplies to third parties without the prior written approval of the Client. Without special request, and no later than the order's completion, the items (including damaged items) shall be returned without cost, as they are no longer necessary for the order's execution.

3. The contracting parties shall correspondingly apply these obligations to their subcontractors.

4. The Supplier may promote their business relationship with the Client only with the Client's prior written approval.

3. Protection rights

1. The Supplier guarantees that the supply is free of any third-party rights, and that they do not infringe on copyrights or industrial protection rights (e.g., patents, usage models, registered designs, or requests for third-party protection rights), and they do not undermine other laws. This applies to all member states of the European Union, the other contracting states of the European Economic Area Agreement, Switzerland, and the United States. The Client is not obliged to verify whether or not there are third-party protection rights.

2. The Supplier relieves the Client of the first requirement to all third-party claims that arise with the use in conformance with the item supply contracts under the violation of protection rights and requests for protection rights and will provide restitution for the Client for the damage generated, as well as their costs and expenses. The Supplier must completely restore the Client for the damage that occurs due to the suspension of sales, including the loss of profits, when the Client needs to stop the sale of the goods as a result of a claim of the type mentioned above, made by a third party against the Client

3. If a third party pursues the Client for alleged copyright violation or industrial or company property rights violation, as well as other provisions and/or rights, the Supplier will provide an adequate guarantee to the Client for the value of the amount claimed by the demand within the three weeks of notification of the application filing.

4. Sections 2 and 3 above shall not apply when the Supplier is not required to respond to the law violation. However, the Client's possible legal claims remain intact in all cases.

5. The contracting parties agree to reported immediately upon learning of risks of damages and alleged cases of damages, and to be given the opportunity to jointly counter third-party claims.

4. Bankruptcy

If the Supplier suspends their payments, request insolvency proceedings on their property, or they are rejected because of lack of funds, the Client shall be allowed to rescind the contract with regard to the part not yet fulfilled.

5. Compliance

The Supplier agrees that they and their partners, directors, supervisory boards and advisors, employees and other representatives meet legal regulations, and especially oppose any mode of action punishable and/or objectionable in the framework of the Supplier's commercial activities with respect to this agreement.

6. Payment and delivery location, applicable laws, competent jurisdiction, and stipulation clause

Spanish Law exclusively applies. The laws of uniform sales (Convention on the International Sale of Goods, CISG) do not apply. 2. The location where payments are made to the Client is Madrid. The place of delivery and fulfilment for Supplier benefits is the place in which the goods are supplied, or the place in which the provision is to be carried out.

3. The competent jurisdiction for all disputes arising out of the present contractual relationship, including those on its origin and validity, as well as for obligations of exchanges and checks, is the Spanish jurisdiction. The Client also reserves the right to sue the Supplier in its general jurisdiction or any other legally applicable jurisdiction.

4. In the event that one of the provisions of these purchasing terms and conditions is entirely or partially invalid, this shall not affect the validity of the remaining provisions.

Putzmeister Ibérica S.A.

*Camino de Hormigueras, 173
28031 Madrid
Espana*

Tel.: + 34 91 428 81 00

Fax: + 34 91 428 81 06

E-mail: info@putzmeister.es