



1. Application and Acceptance

GAINZA FORGE, S.L. (hereinafter referred to as the “Buyer”) and the Supplier agree with regard to the terms and conditions set forth in the relevant Purchase Order and/or contract.

The Supplier shall return a copy of the Purchase Order as acknowledgement of receipt and acceptance within a maximum period of seven (7) calendar days. Once this period has elapsed, the Supplier shall be deemed to have accepted the Purchase Order in its entirety.

2. Contract-Related Documents

The purchase contract between by the Buyer and the Supplier shall include the Purchase Order issued by the Buyer as an integral part thereof.

Specifications and procedures established in the Purchase Order.

Technical requirements and applicable standards requested in the Purchase Order.

3. Delivery Deadlines and Penalties for Late Delivery

The delivery terms specified in the Purchase Order, once confirmed by the Supplier and accepted by the Buyer, may only be modified by the Buyer upon prior notification to the Supplier within due time.

If, by any reason, the Supplier anticipates a delay in the delivery of the goods, the Buyer shall be informed immediately.

In the event of a delay in the delivery of the goods, except in cases of force majeure or circumstances attributable to the Buyer, the Supplier shall be subject to a penalty of one percent (1%) for each week of delay, up to a maximum of ten percent (10%) of the total Purchase Order value. These penalties shall apply from the first week of delay.

4. Prices and Delivery Terms

The prices specified in the Purchase Order are fixed and shall not be subject to revision, unless such revision has been duly justified and previously accepted in writing.

If no notice of non-acceptance is received within seven (7) calendar days following the date of the Purchase Order, the price stated therein shall be deemed to be the agreed price for such Purchase Order.

The prices included in the purchase contract shall be in Euros (EUR), unless expressly stated otherwise. Prices do not include Value Added Tax (VAT).

The Supplier shall deliver the goods DDP – Zestoa (Incoterms® 2020), unless expressly stated otherwise, and on the date indicated in the Purchase Order as the delivery deadline.

The prices stated in the Purchase Order shall include packaging, transportation and appropriate protection, and the goods shall be duly identified in accordance with the Purchase Order issued by the Buyer.

5. Payment Terms

Unless otherwise agreed, payment shall be made by direct debit within sixty (60) days, with payment dates on the 10th and 25th of each month, respectively.

Invoices must be received by Gainza Forge before the 10th of each month. Otherwise, payment shall be postponed until the following month.

Invoices shall be sent to the Gainza Forge Administration Department: **Gainza Forge, S.L** Barrio Agote nº 7 20740 Zestoa (Spain) and/or by email to: eurbieta@gainzaforge.com

The invoice must contain the following information: Purchase Order No., delivery Note No., due date and agreed payment terms.

Invoices for partial deliveries shall not be accepted unless previously agreed.

No charges for documentation, testing, loading, transportation, packaging, etc. shall be accepted if they have not been expressly indicated in the Purchase Order.

In the event of a dispute between the Buyer and the Supplier regarding a specific delivery, the Buyer shall be entitled to withhold payment of the disputed portion of the invoice.



6. Warranty Period

The warranty period for the goods shall be twelve (12) months from the date of receipt by the Buyer. The Supplier shall, at its own expense, repair or replace any defective goods within a reasonable period of time.

If the repair is carried out at the Buyer's expense, the Buyer reserves the right to request a reduction in the total Purchase Order price.

If the Supplier is unable or unwilling to remedy the defect, the Buyer reserves the right to cancel the Purchase Order and claim compensation for the costs incurred, up to a maximum of ten percent (10%) of the total Purchase Order value.

The Supplier shall confirm within forty-eight (48) hours the delivery date for the replacement goods.

7. Confidentiality

All information provided by the Buyer shall be treated with the utmost confidentiality and shall not be disclosed to any third party without the Buyer's prior written consent.

8. Applicable Law and Dispute Resolution

This purchase contract shall be governed and interpreted in accordance with Spanish law.

Any dispute arising beyond the scope of application of, or in connection with, this purchase contract shall first be resolved between the parties through mutual negotiations.

If the dispute cannot be resolved within a maximum period of two (2) months, arbitration shall take place in Spain in accordance with Spanish law.

9. Inspections and Access to the Supplier's Facilities

The Buyer may inspect the goods at the Supplier's facilities at any time during the production process, provided that prior notice of such inspection is given.

Both the Buyer, its customer and certification authorities shall have full access to the Supplier's facilities. For this purpose, the Buyer shall notify the Supplier and agree with the Supplier on the most appropriate dates.

10. Technical Requirements and Quality Control

The technical requirements established by the Buyer and the applicable standards relating to the goods shall be those specified in the Purchase Order.

The goods shall be accompanied by the quality documentation specified in the Purchase Order and Delivery Note. No payment shall be made until such documentation has been received.

In the event of deviations or non-conformities, these shall be notified in writing in order to determine the appropriate actions to be taken.

The goods shall be properly identified at all times, ensuring that traceability is not lost whenever required.

11. Shipments

The goods shipped shall be duly identified and accompanied by a Delivery Note containing the following information: our Purchase Order No., the reference of the items specified in the Purchase Order, quantities, weight and product name.

No goods shall be accepted without a Delivery Note or quality certificates.

Excess quantities of goods in relation to the Purchase Order shall not be accepted. In such cases, an agreement shall be reached between the Buyer and the Supplier.

The goods shall be properly packaged, where appropriate due to their nature, in order to prevent damage during transportation.