

1. These general terms and conditions of purchase apply to all Orders placed by CEGASA ENERGIA, S.L.U., unless otherwise specified in the section on specific terms and conditions in the relevant order. In any event, these General Terms and Conditions of Purchase are part of the order, to which they are deemed to be attached as an annex, such that the order cannot be interpreted without taking them into account.
2. In the event of any discrepancy between the various documents and terms and conditions cited and/or attached to our orders, the established order of precedence is as follows: 1. Specific terms and conditions of the order; 2. Contract or agreement signed by both parties; 3. CEGASA ENERGIA General Terms and Conditions of Purchase; 4. Supplier's quotation.
3. **ACKNOWLEDGEMENT OF ORDER** – For all intents and purposes, an Order shall be deemed to have been accepted when either the Supplier expressly gives its consent by means of an acknowledgement of receipt, or tacitly when it has commenced the work covered by the order or fails to raise a written objection within 10 calendar days from the date of issue of the order.
4. **CONFIDENTIALITY** – Unless otherwise provided for in any Confidentiality Agreement, the supplier, by accepting this order, undertakes to:
 - a. Keep the very existence of this order strictly confidential.
 - b. To keep the commercial relationship with CEGASA ENERGIA strictly confidential.
 - c. To safeguard the documentation (drawings, specifications, etc.) and materials supplied in an appropriate manner to prevent their existence from becoming known to third parties.
 - d. Not to use the documentation supplied by CEGASA ENERGIA in connection with this order for any work other than that specified in the order itself.
 - e. Not to reproduce the documentation supplied by CEGASA ENERGIA except for internal purposes associated with the work covered by the order itself.

These undertakings shall remain in force unless expressly authorised by CEGASA ENERGIA.

5. **MATERIALS SUPPLIED BY CEGASA ENERGIA** – Unless otherwise provided for in any Deposit Agreement, the supplier, by accepting this order, acknowledges that ownership of the materials (raw materials, jigs, software, tools, etc.) supplied by CEGASA ENERGIA remains with that company and that they are held at the supplier's premises on a temporary basis under deposit terms.
6. **RIGHT OF ACCESS TO THE SUPPLIER'S PREMISES** – The supplier shall, subject to a minimum of 3 calendar days' notice, grant unrestricted access to its premises to CEGASA ENERGIA staff and to staff of customers or auditing and certification bodies. The supplier shall be entitled to restrict access to specific areas that may be subject to confidentiality agreements with other customers, provided that no material or documentation belonging to CEGASA ENERGIA is present in those areas.
7. **DELAYS IN DELIVERIES** – In the event of a delay in delivery, attributable to the supplier, of any of the products included in the orders, and provided that such delay has not been previously agreed by CEGASA ENERGIA, the supplier acknowledges and accepts that the following penalty may be applied: 0.4 per cent per day on the value of the delayed portion, up to a maximum of 12 per cent. If the delay exceeds 30 calendar days, CEGASA ENERGIA reserves the right to cancel the order in whole or in part, without this constituting a waiver of the right to seek compensation for damages arising from any breach of contract that may occur. Payment of the penalties may be made, at the supplier's discretion, by the supplier issuing a credit note against invoices already issued, by reducing the corresponding amount on invoices yet to be issued, or by our acceptance of an invoice from the supplier for the corresponding amount. In the event of partial or total cancellation of the order, CEGASA ENERGIA will issue an invoice for the amount of the maximum penalty, and the supplier undertakes to pay this within 30 days of receipt of the invoice. A grace period of 3 days is established, during which no penalty shall be applied; however, these three days shall be taken into account when calculating the total penalty should the delay be longer. In addition to the penalty, for any delayed order (unless previously agreed), the supplier shall bear the delivery costs.
8. **FORCE MAJEURE** – In the event of circumstances of force majeure preventing the supplier from fulfilling any of the obligations under this agreement, the supplier must give notice of this as soon as possible. A declaration of force majeure shall only suspend the supplier's obligations in respect of those tasks directly affected by such circumstances. The supplier must exercise due diligence in remedying the causes that led to the declaration of force majeure; therefore, should negligence in this duty be demonstrated, CEGASA ENERGIA may cancel the affected order without the supplier being entitled to claim any compensation on this ground.
9. **QUALITY** – The supplier declares that it is aware of the quality requirements for the product purchased by CEGASA ENERGIA under this order. CEGASA ENERGIA will carry out the relevant inspections, both at source and on arrival at our premises, to ensure that the products meet the specified requirements. The supplier understands that the supply of a 'non-conforming' product entails costs for CEGASA ENERGIA which, under no circumstances, should be borne by CEGASA ENERGIA. In the event that a Non-Conformity Report is issued, and following discussion with the supplier, CEGASA ENERGIA reserves the right to claim compensation from the supplier for the administrative costs incurred, which are estimated at €100 per report processed. These costs shall be applied in the same manner as set out in point 7 regarding penalties for late deliveries.
10. **PACKAGING** – The product's packaging requirements will be specified in the order itself; however, in all cases, the supplier is responsible for ensuring that the packaging is suitable to prevent damage during transport and any temporary storage at our premises. The packaging must also be suitable for the product's characteristics (e.g. electrical or electronic equipment'), for the chosen means of transport (e.g. IATA regulations) and for international regulations against biological contamination or damage to biodiversity.
11. **DOCUMENTATION** – The documentation required upon delivery of the product shall be specified in the relevant order; however, as a minimum, the supplier must provide a delivery note stating the CEGASA ENERGIA order number, the product description, quantity, number of packages and weight. The supplier must also provide the certificate of conformity in the agreed format.
12. **SUPPLIER ASSESSMENT** – All suppliers are assessed on the basis of weighted criteria relating to quality, adherence to agreed delivery deadlines and price.
13. **WORKER SAFETY** – The Supplier guarantees compliance with internationally recognised basic standards relating to worker safety, health and environmental safety, workers' rights, human rights and responsible management standards.
14. **JURISDICTION AND APPLICABLE LAW** – In respect of any disputes that may arise in connection with the fulfilment of the order once it has been confirmed, both parties, waiving any jurisdiction to which they may otherwise be entitled, agree to submit to the courts of Vitoria-Gasteiz. This contract and any amendments, modifications, alterations or additions made to it shall be interpreted and governed by Spanish law.