

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE	1 of 14

1. SCOPE OF APPLICATION	2
2. ACCEPTANCE OF THE ORDER.....	2
3. DELIVERY/EXECUTION CONDITIONS.....	3
4. PACKAGING/ASSOCIATED DOCUMENTATION.....	3
5. IDENTIFICATION	4
6. PRICES	5
7. INVOICING AND PAYMENT	5
8. PENALTIES	6
9. DEBT OFFSETTING.....	6
10. OBLIGATIONS OF THE COMPANY	6
11. CODE OF CONDUCT	7
12. GUARANTEE	7
13. CIVIL LIABILITY COVER.....	7
14. LIABILITIES	8
15. ASSIGNMENTS AND SUBCONTRACTING.....	8
16. CONFIDENTIALITY OF INFORMATION.....	8
17. DATA PROTECTION	9
18. INDUSTRIAL PROPERTY	10
19. NON-COMPLIANCE	10
20. TERMINATION OF THE ORDER.....	10
21. FORCE MAJEURE	11
22. TOOLS.....	11
23. LEGAL REGIME	12
24. ANNEX	13

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	2 of 14

1. SCOPE OF APPLICATION

- 1.1. These General Conditions of Purchase and Contracting (hereinafter, "General Conditions") shall be applicable to all purchases and contracting of goods or services by any of the companies of the EKIDE Group (hereinafter, "EKIDE").
- 1.2. EKIDE shall make a copy of these General Conditions available to the supplier or contractor (hereinafter, the "Company") at the time of placing the Order, and they shall become an integral part thereof.
- 1.3. These General Conditions may be supplemented by Special Conditions established specifically for one or several specific orders placed by any company of the EKIDE Group (hereinafter, "Special Conditions"). In the event of any discrepancy between them, the provisions of these Special Conditions shall prevail.
- 1.4. Any modification or exception to these General Conditions made by the Company must be accepted, in advance and in writing, by EKIDE and shall only be applicable to the specific Order for which they have been proposed.
- 1.5. Consequently, suppliers signing sales forms or the Company having General Conditions of Sale shall not exempt suppliers from applying these General Conditions, which shall prevail in all cases, unless EKIDE provides prior written acceptance of the stipulations thereof, together with the express partial or total derogation of these General Conditions.

2. ACCEPTANCE OF THE ORDER

- 2.1. Confirmation of receipt of the order must be sent within seven (7) calendar days from the date of receipt, otherwise the date of the order will be accepted as the date of confirmation. The supplier must also provide details of delivery dates. In the case of partial deliveries, it will be necessary to make a delivery schedule, specifying the time and quantities.
- 2.2. The receipt of the Order by EKIDE, signed by the Company, implies the express acceptance of the Order, of these General Conditions, and, where applicable, of the provisions of the Special Conditions.
- 2.3. The mere execution of the Order without the prior express acceptance thereof by the Company, in accordance with the provisions of paragraphs 2.1 and 2.2 above, implies, in the same way, the acceptance of these General Conditions.

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	3 of 14

3. DELIVERY/EXECUTION CONDITIONS

- 3.1. Where so determined, all goods shall be accompanied by their corresponding quality certificate.
- 3.2. Delivery of the goods or performance of the service shall be made on the date and at the place stated in the Order. Otherwise, or in the event of partial delivery or performance, EKIDE shall be entitled to choose between fulfilment and termination of the Order. If deliveries are delayed, EKIDE reserves the right to obtain supplies from alternative suppliers without prejudice to the right to claim compensation for any losses caused thereby, and in all cases applying the established indemnities and penalties.
- 3.3. Until the goods are received by EKIDE at the agreed place and in accordance with the Incoterm established in the Order, the risk of loss or damage of the same shall be borne by the Company.
- 3.4. EKIDE reserves the right to examine the goods at the Company's premises, either by itself or by its customers, and to check that they comply with the conditions established in the Order. In this case, the Company shall allow EKIDE personnel and its customers access to the Company's facilities.
- 3.5. In the event of non-conformity, EKIDE shall immediately notify the Company of the defects found as soon as it becomes aware of them. The Company shall immediately replace or repair the goods being returned, and shall bear all the necessary transport costs until they have been fully repaired or replaced at EKIDE's premises.
- 3.6. In cases of urgency, and to avoid possible greater damage of a financial and/or production nature, EKIDE is authorised to correct any defects found at the Company's expense.
- 3.7. The Company shall be responsible for all expenses that EKIDE may incur in relation to its customers as a consequence of deficiencies in the goods supplied or in the services rendered by the Company.

4. PACKAGING/ASSOCIATED DOCUMENTATION

- 4.1. All goods covered by the Order must be suitably packaged for their correct transport, handling and storage to avoid damage to the goods. Should this occur, it shall be at the Company's expense. The supplier shall indicate the handling precautions to be taken, if any.
- 4.2. All material delivered to the EKIDE facilities must be accompanied by the corresponding delivery note for the goods, which shall detail the following items: Order Number, Destination Company, Company Details, Delivery Note

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	4 of 14

of the Order, EKIDE Reference, Units Delivered and Price. Likewise, if the product has CE Markings, the full information of the same shall be specified on the Delivery Note.

4.3. Packaging must be manufactured in accordance with:

- Regulation 1272/2008/EC of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures.
- Directive 2008/98/EC of the European Parliament and of the Council of 19 November 2008 on waste.

4.4. The following must be taken into account:

- Euro pallets 800mm x 1200mm, with a maximum height of 800mm.
- Maximum cardboard weight of 15 kg with a packing ratio of >80%.
- Cardboard must be stackable up to a height of 600mm.
- Each container should only hold components with the same part number.
- Each container must be identified with a label that is visible on the pallets (labels facing outwards).
- The packaging must ensure that the conformity and appearance of the components is not affected during transport.

5. IDENTIFICATION

Each lot in a consignment must be correctly identified by a label attached to or hung on the packaging unit, and must be electronically readable (Odette label or similar) and include:

- ARTICLE N.: Identification of the EKIDE article(s).
- CUSTOMER REF: Name of the customer.
- CIRCLE: Identification by green, yellow or red sticker.
- REFERENCE and DESIGNATION of the article or good.
- DELIVERY NOTE N.: Delivery note number of the supplier.
- DELIVERY NOTE DATE: Date on which the goods were shipped.
- ORDER N.: Order number issued by EKIDE.
- SERIAL N.: Number assigned to the set of items shipped.
- QUANTITY: Number of packages on the delivery note.
- DRAWING NUMBER and EDITION: Drawing number and applicable edition.
- SUPPLIER: Name or corporate name of the supplier.
- SAFETY (TRIANGLE): Safety part symbol (if applicable).

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	5 of 14

It must be identified with a barcode, and if required, with a QR code defined by EKIDE.

See example of identification in [Annex A](#).

In the event of non-compliance with the above requirements, EKIDE may return the affected goods to the Supplier or, where appropriate, take the necessary measures to identify and condition the goods, at the Supplier's expense.

6. PRICES

6.1. The prices indicated in the Order are understood to be fixed and unalterable, unless otherwise agreed in writing, and include the totality of the goods or services under the contract, as well as any expenses that the Company must bear to make the supply or provision of the same effective.

6.2. The prices stated in the Order do not include Value Added Tax.

7. INVOICING AND PAYMENT

7.1. The Company shall issue duplicate copies of an invoice, which shall be associated, where applicable, with the delivery note referred to in condition 2.10 of these General Conditions. EKIDE may issue self-invoices when the Special Conditions so stipulate. If deemed appropriate by both parties, electronic invoicing is possible.

7.2. The original invoices or advance copies by email must be received at the EKIDE Accounting Department within three (3) days following the end of the month in which the work was supplied or executed. If invoices are received by the Accounting Department after the indicated deadline, the date of receipt shall prevail for calculating the payment deadline.

7.3. Once the invoices have been approved, they will be paid by EKIDE within the payment period agreed with the supplier.
(60) days from the date of receipt.

7.4. The delay in the supply or provision of services by the Company may result in EKIDE being delayed at the time of creating invoices, without prejudice to the provisions of condition 21.1, with regard to the early termination of the Order.

7.5. The fact that EKIDE pays the price of the Order EKIDE does not imply that it waives the rights established therein or accepts the Company's conditions of sale.

7.6. The preferred method of payment at EKIDE is by bank transfer.

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	6 of 14

In the absence of an express definition of the payment method in the Order, EKIDE may pay by bank transfer, nominative cheque, promissory note or Confirming.

8. PENALTIES

The agreed delivery or service deadline must be complied with exactly. When the Supplier does not comply with the delivery or service provision deadline established in the Special Conditions of the Order, and the delay is attributable to the Supplier, the latter shall pay EKIDE an accumulated penalty for each week of delay or fraction thereof, in the following amounts:

- For the first four weeks (or fraction thereof) of delay: 0.5% of the total price of the Order.
- For the 5th week (or fraction thereof) and subsequent weeks of delay: 1% of the total price of the Order.

The application of these penalties shall require prior notification from EKIDE indicating their amount and the way in which they are to be settled.

Where penalties other than those mentioned in this General Condition are agreed, they shall be expressly stated in the Special Conditions of the relevant Order.

9. DEBT OFFSETTING

EKIDE may offset the liquid, due and payable monetary debts that it has against the Supplier, directly deducting the amounts that are due as a result of such offsetting from the invoices payable to the Supplier.

10. OBLIGATIONS OF THE COMPANY

- 10.1. The Company undertakes to comply with and ensure that its employees and, where appropriate, its contractors and assignees, comply with current legislation on Tax, Labour, Social Security, Occupational Health and Safety and the Environment and any other applicable legislation, as well as to respect, in the case of activities carried out at EKIDE facilities, the Occupational Health and Safety and Environmental Policies adopted by the different companies of the EKIDE Group.
- 10.2. To this end, EKIDE may request any technical and/or legal documentation from the Company that may be necessary for the provision of the supply or service, in accordance with the legislation in force at any given time.
- 10.3. EKIDE may request that the Supplier present an Administrative Certificate in force on the date of acceptance of the Order, issued by the Spanish State Tax Administration Agency or the equivalent body in the country of the Company's registered office, to the effect that the Company is up to date with its tax obligations (original or certified photocopy).

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	7 of 14

10.4. Furthermore, by virtue of the provisions of the European directives on technical harmonisation for the supply and marketing of certain products, the Company must present EKIDE with the EC Certificate of Conformity for the product as well as the Declaration of Conformity on the part of the Company, so as to be able to check the CE Marking which must appear both on the supplied product and on the Delivery Note, together with all the information relating to said Marking which must be attached thereto.

10.5. Non-performance or partial performance of these obligations shall constitute sufficient grounds for termination of the contractual relationship between the parties.

11. CODE OF CONDUCT

EKIDE requires all its suppliers to maintain the highest standards of professionalism and integrity in their business relationships.

In particular, EKIDE suppliers must observe the structural ethical principles contained in this company's Code of Conduct, which the Supplier declares to be aware of and accept in its entirety.

Non-compliance by suppliers with their obligations with regard to this Code of Conduct shall legitimise EKIDE to take the appropriate measures, and it may refuse to collaborate with said supplier in the future.

12. GUARANTEE

12.1. A guarantee period of 2 years is established for the goods supplied, except in those cases in which a longer period is established by law or in the special conditions established for each product, which will begin to run from the date of effective delivery or execution, and the Company undertakes to repair or replace the defective goods in accordance with the provisions of Conditions 2. and 3. Acceptance of the Order and Conditions of Delivery/Execution.

12.2. This guarantee period shall be extended by the time spent on the corresponding necessary repairs or replacements, which in turn shall be guaranteed, once completed, for a period equal to the initial warranty period.

12.3. Although not expressly stated, it is agreed that the materials that must meet the technical characteristics specified by the laws in force must be supplied in conformity and are subject to the guarantees provided for, for which the supplier assumes all liability as the case may be.

13. CIVIL LIABILITY COVER

13.1. The Company shall indemnify EKIDE or third parties for all damages, whether personal or material, which, as a consequence of the execution of the Order, it causes to EKIDE or to third parties or, where appropriate,

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	8 of 14

repair or replace damaged goods, provided that the nature and purpose of the goods so permit.

- 13.2. For these purposes, and independently of all the compulsory insurances required by the legislation in force (health and work accident insurance for all the assigned workers) for the correct performance of the Order, the Company is obliged to take out a Civil Liability Insurance Policy, including employer's civil liability, product and post-work liability, and which covers the possible contingencies which may arise with regard to third parties, including EKIDE itself, with an insurance company of recognised standing and prestige and with a minimum classification of AA2.
- 13.3. The Company must present a copy of the aforementioned policy or certificate accrediting the same before the date of commencement of the work, unless the insurer with which the aforementioned policy is taken out does not have this possibility.
- 13.4. In the Special Conditions or in the Order itself, and according to its scope and characteristics, the minimum amount of the aforementioned Civil Liability insurance may be established, as well as requiring the Company to contract additional insurance to the aforementioned when necessary.
- 13.5. Transport Insurance for the goods and/or equipment covered by the Order, in accordance with the conditions of purchase and the INCOTERM agreed in the Special Conditions.

14. LIABILITIES

The Supplier shall fully and unreservedly insure EKIDE, and shall hold it harmless against any loss, cost, damages and expenses that EKIDE may suffer, as well as against claims from third parties in relation to loss or injury as a result of: any defect in the material supplied; delay in deliveries; breach of the supplier's representations and warranties hereunder; negligence or wilful misconduct; infringement of third party rights; infringement of applicable regulations, mandates or laws; or any other breach or omission by the supplier in the performance of these GTC or the contract/purchase order. Difficult to understand.

15. ASSIGNMENTS AND SUBCONTRACTING

- 15.1. The Company may not change the scope or content of the Order, nor may it totally or partially assign or subcontract the provision of the same to third parties, except with the prior written authorisation of EKIDE.

16. CONFIDENTIALITY OF INFORMATION

- 16.1. The Company undertakes not to disclose or disseminate any information to which it may have access to third parties, in relation to and/or as a consequence of the fulfilment and/or development of the Order, which shall at all times be private and confidential.

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	9 of 14

16.2. Likewise, the Company undertakes to use said information solely for the purposes for which it was provided and in accordance with the provisions of these General Conditions and, where applicable, the Special Conditions, and any communication of the same to third parties is expressly prohibited.

16.3. EKIDE may, at any time, request the Company to return said information in full.

The company undertakes to maintain confidentiality under the terms agreed with Ekide through the signed NDA.

17. DATA PROTECTION

17.1. Confidentiality also applies to personal data relating to EKIDE or any third party; to information in accordance with Section. 38 of the Banking Law; privileged information in accordance with market abuse regulations (Regulation 596/2014/EC), etc. that the Supplier has acquired through its relationship with EKIDE.

The Supplier shall protect such information from access by third parties, ensure compliance with statutory data protection regulations, in particular with Section 6 of the Data Protection Act, and commit its employees (including contract staff, freelancers) who undertake the relevant contractual tasks to the same level of confidentiality.

17.2. The Supplier's data (business registration data, address, telephone and fax number, as well as other information required for correspondence, locations, contact persons, products ordered and supply volumes) handled by EKIDE for business transactions shall only be processed automatically only for the execution of the Orders, and in particular for administration and invoicing purposes.

For technical reasons, it may be necessary to store such data on the servers of a company that is a member of EKIDE or on the servers of a service provider.

17.3. The protection of personal data is very important to EKIDE. Therefore, EKIDE processes personal data in accordance with all applicable data protection and data security regulations.

17.4. Insofar as applicable, the Supplier may exercise the rights of access, rectification or deletion, limitation of processing, opposition, portability and to oppose automated individual decisions at the registered office Tellería Kalea 2, Mondragón 20500, Gipuzkoa, or by sending an e-mail to the following address ekide@ekide.es.

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	10 of 14

18. INDUSTRIAL PROPERTY

18.1. The intellectual and/or industrial property of any document or information provided by EKIDE to the Supplier on the occasion of the Order, including elements, plans, drawings, software, etc., incorporated in or relating to the same, belongs to EKIDE, and therefore its use for any other purpose other than the completion of the order is expressly prohibited, as well as its total or partial transfer to third parties without the prior express consent of EKIDE.

19. NON-COMPLIANCE

19.1. If the Company breaches any of its established obligations, the provisions of the scale of penalties included in each Order or, where applicable, in the Special Conditions shall apply, all without prejudice to EKIDE exercising the legal and contractual actions to which it is entitled.

20. TERMINATION OF THE ORDER

20.1. The Order shall terminate upon expiry or early termination. EKIDE shall be entitled to terminate the Order in advance in the following cases:

- Failure by the Company to comply with current legislation and, in particular, with labour, social or tax obligations relating to the personnel assigned to the execution of the Order.
- Non-compliance with these General Conditions or with the other documents that form part of the Order, considering such non-compliance to be the unjustified delay in the execution of the supply or service that is the object of the Order.
- The extinction of the legal personality of the Company or the sale or transfer of the company or its transformation into another legal entity, by the legally established means, without the prior written consent of EKIDE.
- The assignment of the Order, of the rights and obligations indicated therein, in whole or in part, without the prior express written authorisation of EKIDE.
- The application for the declaration of the Company's insolvency.
- Mutual agreement between the parties.

20.2. In the event of early termination, EKIDE may reclaim the goods without any other condition than the payment corresponding to the work actually carried out up to the date of termination, after which the Company shall deliver the goods immediately.

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	11 of 14

21. FORCE MAJEURE

- 21.1. Neither Party shall be held liable for the non-performance of any of the obligations under the Order to the extent that the performance thereof is delayed or rendered impossible as a result of Force Majeure. For these purposes, Force Majeure shall be considered to be natural phenomena, unavoidable accidents, or any other cause of a similar nature that was unforeseeable or foreseeable and unavoidable or independent of the will of the parties and beyond their control.
- 21.2. Notwithstanding the provisions of the previous paragraph, the suspension of contractual obligations caused by the Supplier's personnel may not be invoked as a cause of Force Majeure.
- 21.3. The suspension of the contractual obligations shall last for as long as the cause of the Force Majeure remains. The party suffering the suspension shall immediately inform the other party and make reasonable efforts to resolve the cause of the suspension in the shortest possible time.
- 21.4. If, for reasons of Force Majeure, the non-fulfilment of the Order is impossible, the affected party must notify the other party within 48 hours of the event occurring.

22. TOOLS

- 22.1. If purchasing tools and/or models that remain at the supplier's facilities, they shall be subject to a deposit regime, with EKIDE being the owner, in the state in which they are found, including their projects.
- 22.2. When the consigned tools placed at its disposal, the depositary shall take care of them with due diligence, being responsible for any damage or loss that, for whatever reason, may occur to them. They must safeguard and store them in the place referred to in the previous point, and they may not be moved from that place without the express written authorisation of EKIDE.
- 22.3. The manufacturing devices owned by EKIDE shall be used with strict reserve and only for the execution of our orders. Reproduction is expressly prohibited.
- 22.4. In the event of the depositary being declared bankrupt and there are intentions to seize the tools which are the object of the deposit, it shall be obliged to make the relevant protest and to take whatever measures may be necessary to enforce EKIDE's ownership of said goods, without prejudice to the actions which EKIDE itself may exercise in defence of its interests. In any case, the depositary shall immediately inform the depositor of this situation, so that the depositor may defend its rights, and the depositary shall be responsible for any expenses that may arise from the aforementioned situations, nor for any damages that may be caused by the issuance of such communication.

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	12 of 14

23. LEGAL REGIME









23.1. The legislation applicable to the Order shall be that of its place of fulfilment, this being understood to be the place where the parties have agreed that the delivery of the goods or performance of the service shall take place or, in the absence of an agreement, the place of the address of the EKIDE Group company issuing the Order.

23.2. The parties agree that any dispute, discrepancy, question or claim resulting from the interpretation or execution of the Order or of these General Conditions shall be submitted, with express waiver of any other jurisdiction, to the ordinary Courts of the place of fulfilment of the Order, in accordance with the provisions of the preceding paragraph.

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	13 of 14

24. ANNEX

SUPPLIER LABEL

<div style="border: 1px solid black; padding: 5px; width: fit-content;">SUPPLIER LOGO</div>	ITEM Nº:  XXXXXXXXXXXX	CUSTOMER REF:  XXXXXXXXXXXX	
135084411 FR SUPPORT FR REINFORCEMENT E3 RH			
DELIVERY NOTE Nº:  XXXXXXXXXXXX	DELIVERY NOTE DATE: 21/12/2019		
ORDER Nº:  XXXXXXXXXXXX	SERIAL Nº:  XXXXXXXXXXXX		
QUANTITY:  XXXXXXXXXXXX	DRAWING Nº and EDITION:		
SUPPLIER: LEAR CORPORATION PONTEVEDRA, S.L.U			

DOCUMENT CODE:	GENERAL CONDITIONS OF PURCHASE	VERSION:	03
DOC.43.01.02		PAGE:	14 of 14

Date	Version	Drafted	Reviewed	Approved	Reason for change
01/07/2019	00	Izarne Laskurain		Jokin Hernández	First version
15/11/2019	01	Jon Agirre		Jokin Hernández	Adequacy of the format
05/08/2020	02	Martin Errasti	Ane Piñeiro	Mikel Egjazu	Incorporation of version control
28/04/2021	03	Ane Piñeiro	Estibaliz Fernandez	Ainhoa Garmendia	Adequacy of requirements.