

Refratechnik Ibérica, S.A. Standard Terms and Conditions of Purchase

1. Sphere of Application
 - 1.1 The present purchase conditions shall govern the orders placed by Refratechnik Ibérica, S.A. (hereinafter REFRATECHNIK) and the contractual relations to which it is party, unless otherwise expressly agreed by REFRATECHNIK in other agreements, in which case the latter shall apply. Any amendment or amplification of these conditions, as well as any supplier conditions that differ from the present conditions, shall be considered as accepted only when confirmed in writing by REFRATECHNIK.
 - 1.2 The acceptance of goods or services, including payment thereof, shall not be construed as approval of the supplier's terms and conditions of sale.
 - 1.3 These purchase conditions shall be valid for all goods and services provided by the supplier, until a new version is issued, and shall be sent only once and shall remain in effect for present and future orders with no need to include such purchase conditions with each good or service provided, until otherwise notified.
 - 1.4 The present standard conditions shall be applicable unless the special terms and conditions of the order state other criteria, in which case the latter shall prevail. Exceptions to these standard terms and conditions shall be applicable only to a specific contract or order, with the supplier not authorized to apply them to other orders or contracts, whether past or future.
 2. Scope

The scope of the transaction comprises, in addition to any details set forth therein, whatever may be necessary until final delivery under conditions of use and perfect operation, according to the technical specifications established.
 3. Contract Termination and Amendments
 - 3.1 Orders and contracts, as well as amendments and amplifications thereof, shall be made in writing and may be sent electronically.
 - 3.2 Verbal agreements adopted before or after the contract is closed shall require written confirmation to be effective.
 - 3.3 Quotations shall be binding and may not be charged, unless otherwise expressly agreed.
 - 3.4 REFRATECHNIK may cancel the order in the event that the supplier fails to accept it within one (1) week of reception.
 4. Supply
 - 4.1 The delivery of goods and products shall be accompanied by a shipping note or delivery note which lists, in addition to the date and number, the order or contract number and accurate item numbers for the materials supplied, as well as the price and total amount.
 - 4.2 If the freight costs are on our account, the goods shall be sent by the mode indicated.
 - 4.3 Deviations between the goods supplied and the contracts and orders issued shall be allowed only if prior written authorization has been given by REFRATECHNIK.
 - 4.4 The dates and terms agreed shall be binding. The date determining compliance with the supply or term of delivery shall be the date on which the goods are received at the facilities indicated by REFRATECHNIK. Unless otherwise agreed, the supply will be carried out DAP according to Incoterms 2010. The supplier shall place the goods at the disposal of REFRATECHNIK at the proper time, taking into account the usual term for loading and shipping as agreed with the carrier.
 - 4.5 If the supplier has assumed responsibility for positioning or mounting and unless otherwise agreed, the supplier shall pay - unless otherwise stated in different regulations - all additional costs necessary such as, for example, costs for travel, availability of tools and per diem.
 - 4.6 If the dates agreed are not met, the legal regulations currently in effect shall apply. If the supplier were to foresee difficulties in the manufacture or in the preliminary procurement of materials, or if any circumstances were to occur beyond its control which could hinder delivery within the agreed term and with the agreed quality, the supplier shall immediately notify the REFRATECHNIK department that has placed the order.
 - 4.7 The acceptance of goods or services beyond the term agreed shall not imply any waiver of actions to require indemnity or compensation for losses and damages.
 - 4.8 In principle, partial deliveries are not allowed unless otherwise expressly authorized by REFRATECHNIK or unless such partial deliveries are reasonable.
 - 4.9 With regard to quantities, weights and measurements, and without prejudice of other tests, the values obtained during acceptance testing on the goods performed by REFRATECHNIK shall be those taken as effective.
 - 4.10 In the case of software that comprises part of the product considered in the supply including the respective documentation, in addition to the right to use it as legally permitted REFRATECHNIK shall also have the right to use it with the features agreed and in the context necessary for the use of product in accordance with the contract. REFRATECHNIK shall also be authorized to make a backup copy, even when not expressly agreed.
 5. Force majeure

In the event of force majeure, labour conflicts, business interruptions for which it is not culpable, riots, government measures and other unavoidable events, REFRATECHNIK shall be authorized to cancel all or part of the contract, whenever they cause an important reduction in its needs.
 6. Invoicing and Payment Terms and Conditions
 - 6.1 Invoicing

All invoices shall comply with the legal specifications set forth by law regarding invoicing and shall state the order or contract number, as well as the delivery note numbers to which the invoice refers.

The printed original invoice plus one copy shall be sent to the following postal address: Apartado de Correos 390, 08720 Vilafranca del Penedès (Barcelona), Spain. Otherwise, the invoice can be sent electronically to mcuena@refra.com.
- 6.2 Payment

Unless otherwise expressly indicated, the standard terms of payment shall be established as 60 days from the invoice date. If the due date falls on a bank holiday, it shall be moved to the next business day. August due dates shall remain unchanged. Payments on our account shall be paid by direct debit from DEUTSCHE BANK, Client Account Number 0019.0085.51.4011239700.
IBAN: ES21 0019 0085 5140 1123 9700, BIC: DEUTESBBXXX
 7. Pricing and Transfer of Risk
 - 7.1 The prices agreed shall be fixed for all intents and purposes and shall remain unchanged by the supplier, with prices not subject to any revision or change whatsoever. Unless otherwise agreed in a special agreement, prices shall be understood as "delivery at place" (DAP according to Incoterms 2010) including packing. The price established shall not include the value-added tax.
 - 7.2 The risk of misplacement and damage of the goods shall be on the supplier's account until the time of reception by REFRATECHNIK or by whomever REFRATECHNIK appoints at the Point of Delivery agreed in the contract.
 8. Warranty
 - 8.1 Reception of the goods by REFRATECHNIK shall be done with reservation of the right to verify the quality and suitability thereof. REFRATECHNIK is expressly authorized to examine the goods or services to the extent advisable for the ordinary course of its business. Any defects found shall be immediately claimed by REFRATECHNIK when detected. In this context, the supplier waives its right to contest claims for defects submitted by REFRATECHNIK beyond the usual terms.
 - 8.2 Unless otherwise expressly stated, in the event of breach of contract, REFRATECHNIK shall have at its disposal all legal rights available to consumers against sellers, in accordance with the provisions of Spanish Law 23/2003 on Warranties. Consequently, REFRATECHNIK shall have the right to choose the form of remedy, and the supplier shall be obligated to accept it unless it were impossible or disproportionate.
 - 8.3 In the event of an emergency and particularly when acting to mitigate imminent dangers or prevent disproportionate damages, REFRATECHNIK shall be entitled to correct, on the supplier's account, the defects detected.
 - 8.4 The warranty period shall be extended by the time employed to perform the adjustments, tasks, repairs or replacements necessary in each case, which in turn shall also be warranted upon completion for a time equal to the warranty period.
 - 8.5 The supplier shall pay the costs derived from the supply of deficient contractual goods, particularly transportation, infrastructure, work and material costs or costs for acceptance tests beyond those normally performed.
 - 8.6 REFRATECHNIK shall be entitled to require the supplier to provide compensation for costs in which it has incurred with its customers, particularly transportation, structural, work and material costs, when it must pay such costs due to deficiencies in the goods supplied by the supplier.
 - 8.7 Unless proven otherwise, breach of contract with regard to the goods supplied that appears within six (6) months after delivery shall be assumed to have already existed at the time of delivery, unless such assumption is not consistent with the nature of the goods or the type of breach.
 9. Performance of Work

Individuals who, in compliance with the contract, perform work in any area of the REFRATECHNIK work site shall comply with the company's standards as well as with current legislation related to occupational safety. REFRATECHNIK shall not be held liable for accidents suffered by such individuals on the premises of the work site, unless resulting from fraud or severe negligence on the part of REFRATECHNIK.
 10. Provision of Materials and Ownership

Special materials, parts, containers and packing materials provided free of charge by REFRATECHNIK shall remain its property. The transformation of such materials and the mounting of such parts shall be performed only for REFRATECHNIK. In the event that products that mix materials and parts owned by REFRATECHNIK with others owned by the supplier were manufactured, it is expressly agreed that both acquire co-ownership rights proportional to the part corresponding to each party and to the value of their respective contributions.
 11. Documentation and Privacy
 - 11.1 Any type of technical know-how that REFRATECHNIK may have made available to the supplier, such as specimens, samples, drawings, models, data and other similar documentation, as well as all other information that may have provided to the latter, provided it is not information addressed to the public, may not be accessible to third parties unless necessary to comply with the contract, and then only to the extent necessary. Such information may not be copied or used industrially without prior written authorization from REFRATECHNIK, unless necessary to perform the contractual deliveries. When requested by REFRATECHNIK, all information (including any copies or logs that may have been made) and items provided on loan shall be immediately returned in full or shall be destroyed.
 - 11.2 REFRATECHNIK reserves all rights to such information (including copyrights and the right to request industrial property rights, such as patents, utility models, etc.). In the event that the rights to access have been granted to REFRATECHNIK by third parties, this legal reserve shall also be valid for these third parties.
 - 11.3 Products that have been manufactured according to instructions, confidential samples or specimens, original tools or copies thereof that are the property of REFRATECHNIK or have been indicated by the latter may not be used by the supplier for its own use or to provide a quotation or supply to third parties.
 12. Restricted Materials

All materials used in the manufacture of parts shall comply with government and safety restrictions regarding restricted, toxic or hazardous materials, as well as the electrical and electromagnetic standards applicable in the country of manufacture and sale.

13. **Evaluation of suppliers**
According to clause 8.4 of ISO 9001:2015 as well as our work instruction AA CE 0041, we inform our suppliers, that they will be evaluated annually on the basis of the received orders, taking into account 3 criteria, that is quality, term and quantity.
Suppliers with a non-conformity-result will be informed (by letter, e-mail, fax, etc.) about the evaluation result which might lead to their disqualification as a supplier for Refratechnik Ibérica.
14. **Processing of personal data**
Responsible:
Identity: REFRATECHNIK IBÉRICA, S.A., Tax identification number: A08352031
Postal address: CLOT DEL TORRENT, S/N, 08729 LA GORNAL
Phone: +34 977 167 050
E-mail: RTiberica@refra.com
The information provided will be processed so as to manage orders and invoice the requested products and services. The data provided will be kept as long as the commercial relationship is maintained or during the years necessary to comply with legal obligations and to attend possible liabilities that might result from the compliance of the aim the data were collected for. The data will not be disclosed to any third party unless it is required in accordance with a legal obligation. You can exercise your rights of access, rectification of inaccurate data or cancellation of data as soon as those are no longer required.
15. **Jurisdiction and Applicable Law**
Any dispute arising with regard to the interpretation and execution of the present Agreements shall be submitted solely to the Courts and Tribunals of El Vendrell (Tarragona), Spain, with express waiver of any other jurisdiction to which the parties may be entitled. This contract is subject to Spanish law, excluding any conflict of laws provisions. In addition, the application of the Convention relating to a Uniform Law on the International Sale of Goods done at The Hague, the United Nations regulations on the sale of goods, and other existing conventions relating to the sale of goods shall be excluded.
16. **Conformity of the Supplier with these Terms and Conditions**
The shipment of goods by the supplier after having received the present terms and conditions of purchase shall be considered for all intents and purposes proof of its acceptance and conformity.