



**GENERAL WARRANTY CONDITIONS FOR VEHICLES, EQUIPMENT  
AND ASSOCIATED SERVICES**



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**GENERAL WARRANTY CONDITIONS FOR VEHICLES, EQUIPMENT AND ASSOCIATED SERVICES**
**1.1. HISTORY OF CHANGES**

<b>Version</b>	<b>Date</b>	<b>Comment</b>	<b>Author</b>
<b>0</b>	<i>11/05/21</i>	<i>Creation</i>	Jorge Martín Villanueva
<b>1</b>	<i>07/07/21</i>	<i>Follow up</i>	Jorge Martín Villanueva
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<b>3</b>			
<b>4</b>			

**1.2. RESPONSIBILITIES**

<b>Role</b>	<b>Persons</b>
<b>Responsible for the definition</b>	<i>Antonio López Vicente</i>
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<b>Carried out by</b>	<i>Jorge Martín Villanueva</i>
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<b>Approved by</b>	<i>Antonio López Vicente</i>

### 1.3. PURPOSE

The purpose of this document is to define the **General Warranty Conditions** (hereinafter **GWC**) in the scope of application of the supply of Fire Fighting and Rescue Vehicles and associated Equipment, as well as the supply of Maintenance Services, which may be manufactured and/or marketed by Iturri S.A., in any of its Business Units (Emergency, Industry, Military and Health), and/or in any of the Group companies.

### 1.4. SCOPE. AREA OF APPLICATION AND TIME PERIODS

The area of application and scope of these **General Warranty Conditions** includes all Vehicles and/or Equipment and/or Services, manufactured and/or marketed by Iturri S.A., in any of its Business Units and/or Group companies.

The GWC that are expressed herein will bind the parties if the customer/buyer respects the general rules of use, maintenance and utilization of the vehicles and/or services, according to the general contractual conditions and rules for their use, and in accordance with the specifications of the vehicles and/or equipment subject to the GWC. Within the scope of the general conditions and rules for the use of vehicles, equipment and/or services, the particularities indicated in this document are included, and where applicable, the specific conditions, recommendations and rules for each vehicle, equipment and/or service as well.

The manner and conditions in which the Iturri Group may respond to possible defects or damages detected in the supply of the product and/or service shall be subject to the particular terms and conditions contained in this document, which regulates the General Warranty Conditions for vehicles, equipment and associated services, which the parties declare to be aware of and accept.

The term and duration of the General Warranty Conditions shall be that which is expressly established between the parties in each contract established for the supply of a vehicle, equipment or service, and that which is specified in the particular clauses within the same. In any case, the beginning of the term of the GWC will be that stipulated from the date of reception and delivery of the object of each contract.

**1.5. DEFINITIONS**

Term	Definition
IMS	Iturri Maintenance Service. Area responsible for the Grupo Iturri S.A. After-Sales Service, Warranties and Maintenance.
General Warranty Conditions (G.W.C.):	Contractual commitment that Iturri S.A. will cover with respect to the correct operation of the products and services in accordance with the contractual conditions in each contract. It may include the performance of maintenance work and the supply of necessary materials if required during the period of its validity.
FTR and FHC:	Factory Technical Reception and Final Handover to Customer. The FTR concerns the final reception and inspection of the object of the supply of the contract, prior to the dispatch and shipment of goods and/or delivery of the corresponding service. The FHC concerns the final handover of goods, equipment or services supplied to the customer in accordance with the established contract. The scope will include the resolution of possible "non-conformities" according to the specifications/offer, which, once resolved, will be recorded as FHC.
Incidence:	A case where there is a failure in the normal use or operation of any item supplied. Depending on its origin, it will be assessed and may or may not be covered by the warranty conditions.
Petition:	Modification or replacement of any item requested by the customer that corresponds to an event occurring as a consequence of the normal operation of the equipment, vehicle or service. In no event shall claims resulting from misuse or malfunction on the part of the customer be covered as warranties.
Response time:	time that elapses from the communication of a written incident according to the established procedure and the response regarding the management of Iturri staff or authorised agent.
Resolution time:	time that elapses from the communication of a written incident according to the established procedure until the resolution of the incident or the restoration of the normal operation of the vehicle or service.
Preventive maintenance:	Maintenance, usually periodic, that certain elements need and that prevent the occurrence of incidents. The actions to be carried out during this maintenance shall be specified in the Maintenance Book of the vehicle or equipment concerned.
Corrective maintenance:	Maintenance, usually one-off, which is carried out after the occurrence of an incident in order to correct it and return to normal operation.
Misuse:	Incorrect or abnormal use (e.g., recklessness or negligence) of the elements provided in a vehicle, equipment or service (e.g., lack of knowledge; lack of training). Misuse is considered to be the lack of cleaning and maintenance of equipment, parts, and elements, as well as circuits after use and as specified in the maintenance book.
Abuse:	Improper or abnormal use of items with reference to their normal use or handling, normally related to exceeding the time and/or conditions of such use or handling.
Training:	Training necessary to avoid misuse or abuse of equipment at the operational level. This training is <b>mandatory</b> for persons operating and using any item,

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<p>equipment or service that is the subject of warranty coverage, in this case. The customer must prove that the operator has been trained by Iturri S.A.'s Training Department or by an instructor authorised by the Iturri Group, and that he/she has been validated as qualified to operate said equipment and/or services.</p>
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## 1.6. GENERAL WARRANTY CONDITIONS CLAUSES

### 6.1 Summary

	Description	Results	Role
<b>1</b>	Warranty period	Warranty conditions of the offer and defined period after vehicle delivery	GdO / Project Manager
<b>2</b>	Start date of the warranty period	Specific G.W.C. contractual period start date	Project Manager records and informs after FHC
<b>3</b>	Coverage of general warranty conditions	Scope of the warranty conditions	GdO / JP / Warranty Manager
<b>4</b>	Exclusions from the general warranty conditions	Exceptions and items not covered by the warranty conditions' scope	Warranty Manager
<b>5</b>	Termination of the general warranty conditions	End of the contractual warranty period of the vehicle, equipment or service	Warranty Manager
<b>6</b>	Conditions for interventions in Iturri's facilities or authorised repair shops	Particular conditions of the intervention	Warranty Manager

### 6.2.-Warranty Period

6.2.1 The warranty period will depend on the component, equipment or service concerned. Initially and as a general rule, the warranty shall cover a period of:

- a) 1 year for chassis
- b) 2 years for the powertrain
- c) 2 years for permanently installed elements (main equipment such as pump, mixer, monitor, etc.)
- d) The particular conditions for the warranty period for bodywork, paintwork and other components shall be specified in the particular conditions of the offer or contractual document between Iturri and the customer.

6.2.2 The duration of the warranty period will be established by the Iturri Group according to the specifications of the object of the contract. In any case, the minimum period established as mandatory by the European Directives in force will be respected if these are applicable or, failing that, the period established by the legislation of the country

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where the buyer/customer is located provided that the buyer has informed Iturri of this within a minimum period of 10 days from the date of the contract for the supply of the vehicle, equipment or service.

- 6.2.3 The duration of the warranty period corresponds to the course of the calendar period, and the fact that the vehicle is out of service is not a reason or cause for suspension of the warranty period, unless expressly agreed in writing by the parties to the supply contract.
- 6.2.4 The warranty period for a repair or replacement of an item, equipment or sub-assembly within the warranty period in force, as a consequence of having suffered a defect or hidden defect, **shall be 3 months from the repair carried out or until the warranty period established**, whichever occurs later for said item, equipment or sub-assembly, and shall not be extended for a longer period.
- 6.2.5 It is established that the maximum period of communication of an incident related to a claim within the warranty period stipulated for the equipment object of the supply, is **72 hours at the most**, after the occurrence of the same.
- 6.2.6 It is established that the communication of an incident related to a claim within the warranty period of a piece of equipment or sub-assembly must be made in accordance with the form and system established by the Iturri Group and through the established communication channels.
- 6.2.7 The consequences arising from the absence of the corresponding warranty incident form as well as the absence of relevant information in the same which could directly or indirectly affect the equipment, sub-assembly, component or service for which the claim is made shall be excluded from the coverage of the General Warranty Conditions.

### 6.3.- Warranty Period Start Date

- 6.3.1 The General Warranty Conditions start date is set as the date of signature of the **Final Handover to Customer Certificate (FHC)** by the customer or purchaser stipulated in the contract for the relevant supply and will generally take place after the supply of the vehicle, equipment or service has taken place and the training associated with such supply and/or the commissioning of the vehicle, equipment or service has been carried out.
- 6.3.2 In the event that **the training and/or commissioning of the vehicle, equipment or supply** is refused or **delayed for more than one month after delivery for reasons beyond the control of the Iturri Group**, the warranty period shall start to run from the date of receipt of the supply covered by the contract at the customer's facilities (FHC date).
- 6.3.3 In the event that there are supply conditions that imply a logistics and transport period determined in the conditions of the contract, it is established that the term of the supply

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warranty period **shall begin two months (2) after the vehicle or supply is made available under the logistical conditions established in the contract (e.g., Ex Works in plant, shipped in port, in the case of FOB)**. Once this period of two months has elapsed since Iturri has made the vehicle and/or equipment subject to supply available, without the signing of the FHC certificate and/or any other circumstance derived from causes beyond the control of the Iturri Group (including *force majeure*) that could prevent the execution of the supply process in due time and manner, it is established that the warranty period for the supply shall commence in accordance with the specific conditions established in the supply contract. It is established that the reference of the date of availability of the vehicle, equipment or supply is the transport document of the vehicle or equipment, or the date communicated of availability of the same by the Iturri Group in the event that the transport is for third parties or the responsibility of a third party.

- 6.3.4 The application of these General Warranty Conditions to the delivery dates shall depend on the particular conditions of the supply contract stipulated between both parties.

### 6.4.- Coverage of the General Warranty Conditions

6.4.1 The following coverages of the General Warranty Conditions are established from the date of commencement of these and during the period stipulated in the supply contract by the Iturri Group: Labour costs incurred by IMS technicians, your local agent or an IMS authorised repair shop. Expenses derived from materials and spare parts necessary for the intervention within the coverage of the G.W.C., and the specific particulars stipulated in the contract that is the object of the supply. The following expenses are excluded from the G.W.C. coverage, in which it is determined that the Iturri Group is not responsible for them, and therefore they will be covered by the person responsible for the purchase of the contract for the supply of the vehicle, equipment or service: Expenses derived from travel, accommodation and living expenses of IMS technicians, your local agent or an IMS authorised repair shop when the intervention or repair covered by the G.W.C. cannot be carried out at the destination where the supply is located for reasons beyond Iturri's control. Expenses derived from the transport conditions of the vehicle, equipment or supply, and which imply a subsequent repair and/or maintenance in the Iturri Group's work centre or other than that of the delivery of the supply (regardless of the manner and condition of the transport chosen).

- 6.4.1.4 The G.W.C. coverage for painting a vehicle or equipment will include the partial or total repair of the area affected by possible defects only originated by the quality of the product used in the painting process, and/or by the application methods used during the manufacturing process of Iturri's product. Specific warranty coverage conditions for replacement and/or repair of parts: **Repairs and interventions within the warranty period** (subject to the G.W.C.) which involve the repair of parts or materials on a vehicle or equipment will be **covered by the warranty period of 3 months after the repair of such part or until the end of the warranty period committed to the supply** of the vehicle or equipment (whichever is the later). In any case, the original warranty of the supply contract shall remain in force for the rest of the vehicle or equipment which have not been



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affected by the repair. **If the part or material is replaced by a new one within the warranty period** the coverage of the replaced part will have **a warranty period of 3 months or until the end of the committed warranty period** (whichever occurs later) from the date of replacement, affecting only the replaced parts, and the original warranty of the supply contract will remain in force for the rest of the vehicle, equipment or parts that have not been affected by the replacement. In the event of repairs or interventions **outside the warranty period, a warranty period of 3 months** (of vehicle usage) from the date of repair or intervention on the vehicle or equipment shall be considered. The 3-month warranty period for repaired equipment shall be covered at the place where the equipment or system was repaired. In such a way that if the repair is carried out at Iturri's facilities, the vehicle must be made available at these facilities to cover the additional warranty period of 3 months. If the repair has been carried out outside Iturri's premises, at the customer's premises or elsewhere, the warranty coverage will be for the vehicle or equipment made available at the same place of repair. In the event that it is necessary to replace a part of a piece of equipment or vehicle within the warranty period the replaced part may be requested by Iturri for its subsequent analysis and treatment.

### **6.5.- Exclusion of the General Warranty Conditions**

Considering as a basis the starting date of the period of application of the General Warranty Conditions, and during the warranty period stipulated in these conditions (and/or the particular conditions subscribed in the contract object of the supply), the following clauses of exclusion of the coverage of the G.W.C. are established for the repair and/or replacement of materials, and therefore in which the Iturri Group will be exempt from any type of responsibility for the proper functioning of the vehicle or equipment.

**6.5.1 Exclusion clauses from G.W.C. coverage, unless expressly agreed upon** in writing and signed by the parties involved in the supply of the vehicle, equipment or service:

- 6.5.1.1 Breakdowns or failures caused by defects and damage caused by the user due to misuse, negligence and/or abuse in usage or operation as defined in this document and all actions that may be outside the scope and functionality of the vehicle or equipment as described in the operation and maintenance manual that is the subject of the delivery.
- 6.5.1.2 Breakdowns or failures due to lack of maintenance or failure to carry out periodic checks according to the vehicle or equipment maintenance manual as well as breakdowns or failures due to the use of maintenance fluids such as fuels or oils not specified and/or authorised by the vehicle or equipment manufacturer and/or failure to use the correct lubricating fluids in the engines.
- 6.5.1.3 Damage caused by improper use that does not comply with the rules and instructions for operation and/or maintenance of such vehicle or equipment.

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- 6.5.1.4 The consequences derived from the assembly in the vehicle or equipment of parts or accessories not specifically authorised in writing by the Iturri Group, as well as those derived from the installation of materials or parts that are not the original ones from the supplier responsible for the supply or equipment.
- 6.5.1.5 The consequences of repairs, changes, maintenance or modifications not carried out or authorised by Iturri Maintenance Service (and by extension the Iturri Group), specifically and in writing.
- 6.5.1.6 Damage caused by accidents, knocks, scratches, chemical reactions, meteorological phenomena, environmental pollution and/or other effects of an abnormal nature.
- 6.5.1.7 Rust and/or corrosion defects which are visual or superficial deficiencies are excluded.
- 6.5.1.8 Defects due to corrosion caused by salinity, resulting from the lack of freshwater cleaning of both the body and chassis, and of the components, equipment and sub-assemblies included in the scope of supply. Also defects due to lack of cleanliness of the vehicle, the circuit and its equipment after the use of foam concentrates.
- 6.5.1.9 Requests relating to ergonomics, and/or compliance with new safety-related regulations which were not the subject of the original supply contract between the Iturri Group and the contracting party.
- 6.5.1.10 Discrepancies arising between the conditions of what is supplied and what is defined in the technical specifications subject of the contract after the milestone of the FHC has been reached by the parties responsible for the supply contract (with the exception of hidden defects).
- 6.5.1.11 The daily routine actions that entail the checking and revision for the correct functioning of the vehicle and its equipment and/or supplies object of the contract, as well as the periodic revisions, adjustments, and normal consumables such as oils, filters, light bulbs, fuses, fuel, ad-blue, etc.
- 6.5.1.12 Damage caused by wear and tear in the normal use of the vehicle or equipment, as well as specific damage caused by situations not covered in the vehicle or equipment's G.W.C., and not covered in the particular conditions of the contract, if any, that are the object of the supply.
- 6.5.1.13 The replacement of consumables or elements subject to normal wear and tear as a consequence of the use and working hours of the vehicle and/or equipment such as: bulbs, brake pads, oils, liquids, antifreeze, filters, fuses, wiper blades, mud skirts, winch cables, tyres, flexible hoses, batteries, pump mechanical seals or any other equipment whose wear and tear is caused by hours of use.

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- 6.5.1.14 Any repair or replacement caused by failure to carry out daily or routine maintenance work on the vehicle or equipment.
- 6.5.1.15 Any costs arising from non-compliance by the contracting party and/or user with the terms and conditions of the vehicle and/or equipment manufacturer's warranty, as well as the logistics instructions or treatment of parts to be sent for analysis or return.
- 6.5.1.16 Damage caused by impact to any type of glass or glazing in the vehicle, bodywork and equipment, as well as other glass materials including lamps.
- 6.5.1.17 Signs, any kind of logos and/or vinyl lettering.
- 6.5.1.18 Vehicle tyres and/or equipment and associated maintenance.
- 6.5.1.19 Repairs that may be caused by the use of fuel and/or lubricant that is contaminated or unsuitable for the use recommended by the vehicle or equipment manufacturer.
- 6.5.1.20 Cleaning of the interior and exterior of the vehicle, bodywork, equipment and chassis.
- 6.5.1.21 The upholstery and interior trim of the vehicle or bodywork.
- 6.5.1.22 Portable on-board equipment.
- 6.5.1.23 Video recording equipment including both front and rear-view cameras, side view cameras, as well as other voice recording systems.
- 6.5.1.24 Radio, communications and remote connection equipment.
- 6.5.1.25 Damage caused by extreme environmental and weather conditions (such as rain, frost, flooding, etc.), damage related to the environment (such as wear and tear caused by vegetation present in the area, animals present in the area or projection of gravel, sand, etc.) and damage caused by external agents (e.g., accidents).
- 6.5.1.26 The G.W.C. coverage for possible rust and/or corrosion defects shall only include the repair of those elements or equipment which are exposed in their normal functionality, and which imply a risk of breakage or loss of functionality. Deficiencies of a visual or superficial nature as stipulated in clause 6.5 of these G.W.C. are expressly excluded. The coverage shall not cover incidents or deficiencies caused by any meteorological phenomenon or by the possible effects of chemical and/or mechanical attacks, as well as by the lack of vehicle or equipment maintenance in accordance with the conditions stipulated in the maintenance manual supplied with said vehicle or equipment.
- 6.5.1.27 Any other expenses not specified in these warranty conditions.

**6.6.- Termination of the General Warranty Conditions**

6.6.1 Warranty coverage shall cease immediately in any of the following cases:

- 6.6.1.1 When the period stipulated in the supply contract has elapsed and the contractual warranty period for the supply has expired.
- 6.6.1.2 For the fitting to the vehicle and/or equipment or component of parts or accessories not formally authorised by IMS in writing.
- 6.6.1.3 For maintenance and modifications to the supply not formally authorised by IMS in writing.
- 6.6.1.4 For the use of the vehicle or equipment in question in a manner other than that specified in the user manuals and indicated directly during the training, whether due to misuse, abuse, negligence or lack of training.
- 6.6.1.5 For the lack of preventive maintenance in due time and manner as described in the Maintenance Book and recommendations given by the Iturri Maintenance Service technical staff, as long as these are in writing.
- 6.6.1.6 For carrying out corrective and/or preventive maintenance work by a company and/or personnel not formally authorised/qualified by the manufacturer of the vehicle or of the equipment on board the vehicle, or by Iturri Maintenance Service, unless there is express written authorisation from the corresponding manufacturer or by Iturri Maintenance Service.
- 6.6.1.7 For the use of non-original spare parts and materials from the manufacturer of the vehicle or equipment supplied.

**6.7.- Conditions for interventions in Iturri's facilities, agent facilities or authorised repair shops.**

- 6.7.1 When, due to complex circumstances, the means to be used or other reasons it is not possible to repair vehicles and/or equipment at the location where the user and/or customer normally uses them, the vehicle must be transported to Iturri's facilities or to Iturri's authorised agents or repair shops.
  - 6.7.1.1 In these cases, if the vehicle can be driven the cost of transport will be assumed by the customer or contracting party who is the object of the supply to the nearest technical service of the Iturri Group.
  - 6.7.1.2 If, on the other hand, the vehicle cannot be driven, Iturri shall be responsible for transporting the vehicle to the nearest technical service.

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6.7.2 Under no circumstances will the costs of vehicle and/or equipment travel or other expenses inherent to the same be covered by the Iturri Group unless expressly agreed in writing between the customer and Iturri in the purpose of the contract.

### 1.7. REPORTING AN INCIDENT

7.1 The reporting of an incident for its processing shall only be made in writing through the Iturri Group's incident management platform for vehicles and equipment and by the person assigned as the Customer.

7.2 Only in cases of urgency involving a stoppage in the normal operation of the customer's service may requests for incidents be dealt with via telephone call or e-mail.

7.3 It is established that the maximum reporting period of an incident related to a claim within the warranty period stipulated for the equipment object of the supply, is **72 hours at the most**, after the occurrence of the same.

7.4 A **period of 4 weeks** is established for reporting a possible non-conformity, detected at the time of delivery of the vehicle, counted from the date of the FHC (final handover to customer) at the destination facilities of the vehicle or equipment, object of the supply.

7.5 The report will be received by the Iturri Maintenance Service Management Department or by the corresponding Authorised Agent. This report shall be duly accompanied by the data necessary for the identification of the vehicle and/or equipment which is the object of the incident, as well as by any additional information necessary for the understanding of the incident by means of photos and/or videos.

7.6 The incident will then be managed by Iturri Maintenance Service, and an initial diagnosis of the case will be made (by IMS Technicians or the Authorised Agent) through the incident management platform. This diagnosis will consider, according to the contractual criteria, the nature of the incident on the basis of the warranty coverage.

7.7 All data requested according to the "Incident management platform" are necessary to process the incident and to identify it. If any of the information is missing, the Iturri Group reserves the right to refuse to process the incident or to suspend the incident processing until the required information has been completed.

### 1.8. ASSESSMENT OF THE CASE

8.1 In the event that the incident or claim generated is assessed as included within the terms subject to the General Warranty Conditions, the Iturri Group will proceed to carry out the corresponding action by IMS technicians or through authorised repair shops. To this end, the necessary spare parts will be kept in stock, in addition to an agreed plan (between Iturri Maintenance Service technicians and the Customer).

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8.2 In case of rejection of the warranty coverage (e.g., due to accidents, knocks, misuse, negligence, etc. according to the General Warranty Conditions clause 6.5) a proposal for a corrective maintenance offer will be sent to the Customer by Iturri Maintenance Service at the Customer's request. Subsequently, after your formal written authorisation, the work will be carried out according to the specific agreement reached and in accordance with the terms of the offer.

### **1.9. EVALUATION AND IMPLEMENTATION OF THE WORK**

9.1 After receiving an incident report with the necessary data and documentation through the specific platform registry, Iturri Maintenance Service (or the repair shops authorised by Iturri) will plan the work to be carried out and will coordinate with your representative through the response by Iturri Group agents.

9.2 Iturri Maintenance Service undertakes to establish contact with its customers once the request or incident has been formally reported, within two working days following its creation.

### **1.10. VALIDATION AND OVERSIGHT ON THE WORK**

10.1 Once the tasks included for the resolution of the incident have been completed, the IMS technicians will deliver the "Work report" document to the person assigned to the Customer, in digital form, where the actions undertaken, and the material used are explained. This document must be validated by the customer's signature on the basis of the supervision of the work.

10.2 For the validation of the works, IMS will send the work report as well as the relevant documents to the Customer's management division in order to proceed to the authorisation of the same (by means of computerised documentary support through the management system).

10.3 The performance and completion of the work shall not contemplate or include additional damages, whether of contractual origin to the customer or outside the agreements with the customer. In any case, the Iturri Group's liability will be limited to the maximum amount of the invoice corresponding to the incident registered that is subject to repair or maintenance under the G.W.C.

10.4 Under no circumstances shall the Iturri Group be liable for any actions carried out by the customer or third parties before, during or after the work that is the object of the incident, provided that the vehicle and/or equipment has been manipulated without express written authorisation from the Iturri Group.

10.5 Under no circumstances will the Iturri Group be responsible for the consequences of the downtime of the vehicles or equipment, for the time it takes to repair or resolve the incident, whether direct or indirect damage to the customer or third parties as a result of the downtime that any incident may entail.

### **1.11. CLOSURE OF THE INCIDENT**

- 11.1 After the closure of the Incident, IMS Management will keep the Incident data in its files, in strict confidentiality and in accordance with the provisions of the current data protection law.
- 11.2 After validation of the work, IMS will send the work report and the relevant documents to the Customer entity's management division for oversight (by means of computerised documentary support through the management system).
- 11.3 The work will be considered finished when the repair is completed and formally accepted by the end customer and the authorised Iturri technician (in writing). If after 72 hours from the end of the execution of the work, there is no communication from the customer, it will be formally considered as a closed work report.

### **1.12. MANDATORY PERIOD FOR MAINTAINING SPARE PARTS STOCK.**

- 12.1 The Iturri Group undertakes to manage a stock of a certain quantity of spare parts and materials in order to guarantee the availability of parts used in the vehicles and/or equipment manufactured by Iturri.
- 12.2 The Iturri Group undertakes to maintain the possibility of supplying spare parts and replacement materials for vehicles and equipment manufactured by Iturri for a minimum period of 10 years. Likewise, the equipment suppliers will be responsible for guaranteeing the supply of spare parts and replacement or renewal materials for the materials, equipment and chassis purchased by Iturri as part of the supply to the customer.

### **1.13. TERMINATION DUE TO FORCE MAJEURE**

- 13.1 All incidents, repairs, damages or delays in the works which may lead to an increase in repair times, as well as those caused by force majeure, understood as any extraordinary event external to the parties, unforeseeable, unavoidable, even with the application of the greatest diligence, are excluded from these General Warranty Conditions and therefore from the warranty coverage offered.
- 13.2 In the event that an incident is reported by the customer, and IMS technicians (or authorised repair shops) detect that it originates from one of the above causes, the Iturri Group shall be released from any obligation to repair, maintain or solve the incident or any other incident in the vehicle and/or equipment until it is solved by the customer.
- 13.3 Notwithstanding the foregoing, and as indicated in clause 8.2, the parties may expressly agree in writing to carry out the work and to resolve and process the incident, subject to payment by the customer and in view of the corresponding price quote and offer.

### **1.14. LOGS**

**GENERAL WARRANTY CONDITIONS FOR VEHICLES, EQUIPMENT AND ASSOCIATED SERVICES**

LOG	WHEN	PERSON RESPONSIBLE	LOCATION
Registration of particular warranty conditions included in the offer	Before delivery of the offer to customer	Product Manager (GdO) - CdS Vehicles	DCP file and project offer conditions
Allocation of warranty costs in the project	In project start-up phase	Project Manager (JP) - CdS Vehicles	Project planning and special conditions if applicable in PV
Register of warranty commencement dates and acceptance report	In product delivery phase (ZTER) to customer	Project Manager (JP) - CdS Vehicles	In BD Vehicles. In project warranty registration and in project documentation in SP, as well as in management system.
Transfer of project conditions and particularities to Warranty Manager	After obtaining the reception certificate	Project Manager (JP) - CdS Vehicles	Handover between JP and Warranty Manager for project specifics
Aqua Vehicle Registration and BD Warranty	Once the transfer has been made and when the warranty begins	Warranty Manager - IMS	Warranty Logs in BD and in Aqua (system registration)

### 1.15. ARBITRATION

The manner and conditions in which the Iturri Group may respond to possible defects or damages detected in the supply of the product and/or service shall be subject to the particular terms and conditions contained in this document, which regulates the General Warranty Conditions for vehicles, equipment and associated services, and which the parties declare to be aware of and accept.

Both parties agree that any litigation, discrepancy, question or claim resulting from the execution or interpretation of this General Warranty Conditions Agreement or related to it, directly or indirectly, shall be definitively resolved by arbitration within the framework of the Seville Bar Association, which is entrusted with the administration of the arbitration and the appointment of the arbitrators in accordance with its Regulations and Statutes. Spanish law shall be applicable, with the Incoterms rules being used as a supplementary rule, according to the versions in force at any given time. The place of arbitration shall be Seville and the language shall be Spanish.

Likewise, the parties expressly state their commitment to comply with the arbitration award.



**GENERAL WARRANTY CONDITIONS FOR VEHICLES, EQUIPMENT AND ASSOCIATED SERVICES**