

General Conditions of ITURRI, S.A. for the purchase of materials, equipment and



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1. SCOPE OF APPLICATION

1.1. These General Terms and Conditions govern the relations between ITURRI S.A. and/or any company directly or indirectly controlled by it (hereinafter "ITURRI") and the Supplier for the supply of materials, equipment and services. They will be applied to all Purchase Orders or Orders that are established for the aforementioned purpose, excluding any other conditions that may be established.

1.2. Any exception to any of these General Conditions proposed by the Supplier will only be valid if it has been previously formulated in writing and is accepted in the same way by ITURRI. In this case, the new terms and conditions will only apply to a specific Order, and the Supplier will not be able to extend them to other past or future Orders.

2. DEFINITIONS

The following terms and conditions are used in these General Conditions:

2.1. Supplier: natural or legal person or persons, or groups of them, with whom ITURRI contracts the supply of materials, equipment and services.

2.2. Order: document issued by ITURRI containing the agreements between the parties for the aforementioned supply that has been received and accepted by the Supplier.

2.3. Supply: the act of delivery of the materials, equipment and services that are the subject of an Order, as well as the documents, works and services that complement it and to which the Supplier is obliged to provide or provide.

2.4. Supplied: ITURRI, who places an Order for the supply and purchase of certain materials, equipment or services.

2.5. Delivery Period: period of time from the date the Order is issued in which the Supplier will make the items subject to the Order available to ITURRI, at the place of delivery set and under the agreed conditions.

2.6. Assignment of the Order: agreement or action of the Supplier with third parties, natural or legal, by which they comply with or execute the Order, with the express written consent of ITURRI, occupying the position of the Supplier in the legal relationship with ITURRI. The assignment not expressly accepted in writing by ITURRI, will allow ITURRI to request the termination of the contract signed through the Order, regardless of the compensation for damages that may eventually be claimed

2.7. Subcontracting of the Order: agreement or action of the Supplier with third parties, natural or legal, by which they participate in the fulfillment or execution of the Order, the legal relationship between the parties that granted the aforementioned Order subsisting in its entirety. Subcontracting not expressly accepted in writing by ITURRI will allow ITURRI to request the termination of the contract signed through the Order, regardless of the compensation for damages that may eventually be claimed

2.8. Reception: the delivery of the goods to the agreed destination point.

2.9. Counterfeit Material: Material whose origin, age, composition, configuration, labelling, certification status or any other characteristic (including the fact that it may have been previously used) has been falsified by: a) misleading marking of the material, its labelling or packaging; b) Misleading documentation; or c) Any other form, including the omission of information. Exceptions are made where it has been shown that the misrepresentation did not occur intentionally by a supplier or external supplier within the supply chain. ITURRI reserves the right to reject the material and claim the corresponding compensation for any damages that may be caused to it.

3. COMMUNICATIONS AND LANGUAGE

established in the regulations and internal practice of the Iturri Group, with special emphasis on:

- Child and forced labour

3.1. The communications, notifications or requirements that ITURRI addresses to the Supplier will have full effect when they have been sent to the address that appears as the Supplier's own in the Order. Any communication, notification or requirement to ITURRI, unless otherwise indicated, must be addressed to the email issuing the order, in the event that the order has been sent by such means.

3.2. All documents will be drafted in the same language as the Order.

4. OBJECT OF THE ORDER

4.1. The Order constitutes the acquisition of the materials, equipment or services by ITURRI, and the works or services that the Supplier undertakes to carry out for this reason, in accordance with the conditions of the Order and complementary documentation.

The object of the Order is implicitly considered to be generally accepted commercial uses and customs, including, in addition, any services derived from the Law and generally accepted commercial uses and customs, and in particular those established in these General Conditions.

4.2. The subject matter of the Order includes, at the expense and on behalf of the Supplier, for information purposes only and not limited to, the following:

a. The collection of materials and manufacturing in all its phases.

b. The execution of the inspections, tests, trials and certifications required by the applicable regulations, by these General Conditions and by the requirements of each material, equipment or service to be supplied in particular.

c. Paints, protections and packaging, normal and special, for handling, loading, transport and storage, in accordance with good practice and therefore taking special precautions when required, such as for transport by sea, delicate materials or those that cannot remain outdoors, according to the demands and/or specifications of each particular Order.

d. The preparation and delivery to ITURRI, with the necessary advance notice for its use, of all the documentation inherent to the fulfillment of the Order, such as manuals, instruction books, protocols, receipt, control and testing certificates and lists of spare parts and tools and, where applicable and in the language applicable, the original documentation necessary for the dispatch and reception of the goods.

4.3. The Supplier is obliged to deliver the reference, its own and that of its supplier and/or manufacturer, of the materials that are not manufactured by it. The reference must be numerical, graphic, of the nature of materials, composition and construction.

4.4. The Supplier, upon receipt of the Order, will accept it in its entirety, unless there are discrepancies between the parties, for which it will have a period of 72 hours to notify ITURRI, specifying the corresponding modifications, which must be expressly agreed and accepted by the supplier. Failure to receive proposals for modifications shall be deemed by the Supplier to assume and validate any term of the Order.

5. QUALITY CONTROL; DELIVERY AND RECEPTION

5.1. The Supplier must have implemented a quality management system in accordance with ISO 9001, ISO 14001 and SA 8000 Standards, certified by a duly accredited Entity. Otherwise, you must send ITURRI S.A. completed and signed the internal document **SURVEY OF HOMOLOGATION OF SUPPLIERS** (see Annex II).

The Supplier must comply with the legal standards in force and others such as those of the Fundamental Conventions of the International Labor Organization, relating to labor rights and social security. The Supplier shall comply with all provisions relating to the Environment and Health and Safety that are in force and applicable to the Order/Contract and, in any case, the

- Freedom of association and the right to collective bargaining
- Non-discrimination

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- Disciplinary measures.

5.2. The Supplier will be solely responsible for the quality control of the equipment, regardless of the controls and tests carried out or required by ITURRI by its own means or by those of a third party. This obligation is autonomous and independent of ITURRI's capacity to review after reasonable notice to the Supplier and will affect all its own quality controls or those contracted with its suppliers, whether or not they have been recommended by ITURRI.

5.3. With each delivery, the Supplier must attach all the technical documentation and test protocols and complementary documentation established in the Order directly or indirectly (mention in the Order of attached documents).

5.4. The Supplier, in addition to the above documentation, must certify that the raw materials, materials and the brands and types of the components are identical to those that gave rise to the approval.

5.5. All equipment and materials shall be duly marked, referenced and labelled for correct and easy reception and identification, accompanied by the corresponding delivery note in which the following must be clearly stated:

- Iturri's Order Number
- Iturri Code for the Supplier
- Iturri codes of the material
- Lot number, if any,
- Number of boxes shipped
- Quantity per box
- Total Quantity
- Quantity per full pallet And

it will never be valued economically.

5.6. Transport to the point of destination will be the responsibility of the Supplier, unless otherwise indicated in the Order, and the sale or supply will be considered completed at the time of delivery of the goods at the point of destination established in the Order. In the event that it has not been identified, the Supplier will require ITURRI to define the destination point sufficiently in advance to avoid any delay in delivery, which will be justified by signing the corresponding delivery note. The download will be at the expense of the Supplier.

5.7. Delivery must be made on the date or deadline agreed for this purpose in the Order or in the Order confirmation. The Supplier undertakes to comply with the final delivery date and the partial delivery dates set, if applicable. The delivery date is not considered fulfilled until all the goods and the additional requirements demanded (certificates, etc.) are at the agreed place of delivery.

5.8. If the type of material so requires, the Supplier shall be obliged to obtain from the competent bodies the appropriate transit permits, licences, authorisations and police accompaniments to which the transport gives rise, and the amount of all the work to which it requires, such as traffic diversions, bridge shoring, etc., shall be borne by the Supplier. signage, etc.

5.9. If the Order does not indicate a specific delivery date and only the execution or delivery period is established, this will begin to run from the acceptance of the Order by the Supplier, unless expressly stipulated otherwise.

5.10. The advance of the delivery date or the reduction of the execution or delivery period requires the prior express written consent of ITURRI and, if authorised, this would not imply the advance payment of all or part of the price, in accordance with the stipulations of the Order and these General Conditions.

5.11. Delivery dates may not be delayed, nor may execution or delivery deadlines be extended, except for events attributable to ITURRI, or for reasons of force majeure. In order for the delay determined by such facts or causes to be taken into consideration, it is also an essential requirement that its beginning and end be

informed ITURRI in writing within a maximum period of five days from the date on which such circumstances occur. In the case of acceptance by ITURRI, it implies the acceptance of any extra cost produced by the failure to comply with the delivery deadline: the supplier accepts that the aforementioned extra cost will be compensated directly in its payment invoice.

5.12. In the event that there is no express requirement and/or specification, the product will be packaged by the Supplier in such a way as to allow its proper handling, transport and storage without deterioration. Packaging boxes must be duly identified on two adjacent sides. The minimum information required is considered:

- ITURRI Order Number,
- Supplier's Iturri Code
- ITURRI product code
- Full name of the reference ITURRI
- Size Number/Color/Measurements
- Quantity per carton, carton weight
- Carton number over the total number of cartons.

If the goods require it, they must be palletized and shrink-wrapped in boxes with multiple pallet measurements, on a European pallet (1200x800 mm), allowing a maximum height of 120 cm (including the pallet), with a maximum of 3 different references on the same pallet. The weight of the carton must always be less than 15 kg.

5.13. The supplier undertakes to know and indicate ITURRI's delivery times and to communicate them correctly to their transport agency. The opening hours in our Logistics Centre are from 8 am to 11 am and from 1 pm to 2 pm, other warehouses are available. Outside these hours no goods may be received.

5.14. Any incident detected by ITURRI or its customers in the materials, equipment or services supplied will be communicated in writing to the Supplier. The Supplier must issue an immediate response to the non-conformity report or equivalent documents sent by ITURRI, undertaking to promptly inform ITURRI about the root causes of the incident and the corrective actions defined and executed. The Supplier undertakes to assume the cost of any incident detected by ITURRI whenever it is attributable to the Supplier, as well as to correct it as soon as possible.

5.15 In the event that the purchase order is related to a contract between Iturri and the Spanish Ministry of Defence, all the requirements of the contract may be subject to an official quality control in accordance with the PECAL 2110 standard. In this case, the Supplier will be notified of the activities to be carried out.

"All the requirements of this contract can be subject to AOC (Official Quality Assurance). You will be notified of any AOC activity that is to be conducted."

6. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

6.1. The Supplier may not assign the Order, in whole or in part, or any of the rights and obligations arising therefrom, or subcontract its fulfilment or execution, without prior and express written authorisation from ITURRI. The assignment/subcontracting not expressly accepted in writing by ITURRI, will allow ITURRI to urge the termination of the contract signed through the Order, regardless of the compensation for damages that may eventually be claimed.

6.2. This authorisation must be requested from ITURRI in writing with an indication of the assignee or subcontractor, and with the necessary advance notice so that there are no delays in the event of being denied.

6.3. In the event that ITURRI's authorisation to subcontract is granted, this would not imply the creation of any contractual link or relationship between it and the subcontractor, nor would it release the Supplier from the obligation to monitor the subcontractor's activity and to respond to the latter's actions and compliance with the Order in its entirety.

7. ECONOMIC CONDITIONS

7.1. Price

7.1.1. The conditions reflected in the Order and especially the price will be fixed, firm and definitive and may not be subject to revision. The price is understood to include all the concepts that make up the cost of

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the Product/Equipment/Service object of the Order, including, but

consumables, transports, packaging and labelling, accessories, devices, cranes and other necessary tools, allowances of any kind, payments for intellectual property, expenses derived from inspection, specific tests and certifications in the Order, exchange rates, taxes, duties and levies of all kinds.

7.1.2. The Supplier will be responsible for any difference in freight, postage, and other expenses, caused by non-compliance with the delivery and shipping conditions stated in the Order and complementary documentation.

7.2. Billing

7.2.1. In general, invoicing will comply with the following procedures and deadlines:

- From the time ITURRI receives the materials, equipment and services that are the subject of the Order, and once the Supplier has the delivery note indicating the units of the Order and never the economic valuation, the corresponding invoice will be validated.

The Supplier must indicate all the necessary data for its correct processing on the invoice. These will include:

- ITURRI Order Number (10 digits or 4/5 digits)
- By material or service:
 - Quantity, unit price and total detail
 - Statistical code of the material, incoterm and volume/net weight of the goods.

In the event that the goods do not come from the country of issue of the order and come from a country of the European Community, the invoice must also include the statistical code, incoterm and net volume/weight of the goods.

- Invoices with discrepancies with our order, both in price and quantity, will not be accepted. Any difference must be indicated prior to the supply/provision of service and request that the order be modified in this regard.

7.2.2. Unless expressly authorised by Iturri, partial invoicing is not allowed. At the proposal of the Supplier, and provided that the object of the Order justifies it by its nature, supply or execution period, ITURRI may accept partial invoicing whose amount and terms will appear in an Additional Clause to the Order. These invoicing deadlines will be linked to milestones or conditions to be determined between both Parties, in accordance with the manufacturing and delivery schedule, such as: signing of the Order, supplies of materials, delivery or final delivery times, etc.

To make the payment effective, the Supplier will present ITURRI with an invoice for the amount of each of the stipulated partial instalments, stating the Order number. In the case of partial deliveries, invoices for more than one purchase order will not be accepted. The invoice can only contain a single order.

7.2.3. All invoices received for purchase orders beginning with 56XXX or 44XXX, the Supplier must attach to the invoice the delivery note stamped/signed by the supplier or by the end customer as proof of delivery of the material or service.

7.2.4. All invoices must be original and sent in electronic format to the email address indicated in the purchase order.

Only invoices in original PDF format in text will be considered valid. Scanned invoices, in image format or on paper will not be accepted. Those companies that are not integrated into the Supplier Portal must send their invoices exclusively to the proveedores@iturri.com mail. Any other invoice documents that are sent to another address will be returned.

In the event of loss, the Supplier may issue a duplicate, provided that it retains the status of original and expressly contains the legend: *"Duplicate is processed due to loss of the original"*.

7.3. Penalties

not limited to, salaries, social contributions, materials

If the Supplier does not deliver any or all of the goods contained in the order within the time established therein, the ITURRI entity may choose to require as a penalty the payment of 5% per month of the total amount of the order, or if the deadline for 3 months the agreed delivery time, a penalty of 8% per month of the total amount of the order, unless another percentage is specified in the order, and all this with a limit of 20% of the total amount of the order.

If the cause of the delay is due to possible rejections due to non-compliance with the quality levels of the products, this defect must be corrected by the supplier, through the established channels, and at the end of this, if there has been a delay in the delivery of any or all of the goods contained in the order with respect to the time initially established, the ITURRI entity may choose to require as a penalty the payment of 6% per month of the total price of the order, or if the agreed delivery time exceeds the period of 3 months, a penalty of 9% per month of the total amount of the order, unless another percentage is specified in the order, and all this with a limit of 20% of the total amount of the order.

8. PAID ISSUANCES

8.1. Payment will be by reverse factoring or transfer.

8.2. The due date of payments will be according to the negotiated term duly agreed with the supplier, buyer and financial department.

8.3. General conditions of maturity at 90 days invoice date, with payment day 10 and 25 of each month.

8.4. In the case of non-national suppliers, the payment term will count from the date of receipt, according to the negotiated Incoterm, and provided that the invoice has been conformed.

8.5. The payment of the price does not imply that ITURRI considers the supply to have been correctly made by the Supplier or renounces the rights that may correspond to it by virtue of the same against the Supplier, expressly reserving their exercise, without prejudice to the payment made.

8.6. The supplier will pay the full value of any penalty in the event that it is imposed on us by the customer for reasons attributable to the customer (delay in delivery, quality defects, etc)

9. GUARANTEES

9.1. The Supplier guarantees to ITURRI:

- a) That all materials and equipment are new and original and that they do not contain any used or remanufactured parts, or any counterfeit elements.
- b) That all materials and equipment: comply with the specifications, standards and prescriptions agreed upon; they are suitable for the purpose for which they are intended; they are of the required quality; they are not used; they conform to the uses and rules of good practice.
- c) The perfect operation of the equipment, regularly and with the specified performance, capacity and other characteristics.

9.2. In order to comply with its warranty, the Supplier is obliged:

- a. To replace materials and equipment that do not comply with what has been agreed or required, are inadequate or of poor quality. These materials and equipment will remain in deposit with ITURRI until they are replaced, it being understood that ITURRI has the right to use the rejected material while the new one is supplied.
- b. To adjust, repair, or replace equipment that exhibits any defect in design, materials, workmanship, manufacturing, operation, or performance.

9.3. Adjustments, repairs or replacements must be made within 72 hours. Otherwise, ITURRI may do so by itself or by third parties at its expense, without loss of the guarantee. The Supplier will also be obliged to compensate ITURRI for the damages it has caused.

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9.4. The Supplier's warranty extends to the term stipulated in the Order and, failing that, to a period of 3 years, from the date of the delivery notes.

10. COUNTERFEIT MATERIAL

10.1. Supplier shall develop, implement, and maintain effective methods and appropriate processes to minimize the risk of introducing counterfeit parts and materials into the materials, equipment, or services supplied. ITURRI reserves the right to reject the material and claim the corresponding compensation for any damages that may be caused to it.

10.2. In the event of detecting falsified material, ITURRI will be immediately notified and excluded from the material supplied.

10.3. Supplier may only purchase materials directly from the manufacturer or distributors authorized by the manufacturer. ITURRI does not authorise the supply of items with another origin, unless previously agreed in writing with express reference to this clause. In such a case, the Supplier shall provide convincing evidence justifying the traceability of the supply and include all measures taken to ensure that the materials or equipment thus purchased are new, unused and authentic.

10.4. Supplier shall deploy this requirement in its supply chain, in particular but not limited to its suppliers of Electronic Material, Raw Material and distributors.

10.5. The Supplier is reminded that any conscious and deliberate act aimed at falsifying, concealing or altering a material fact or any false, fraudulent or fictitious statement or statement, in connection with the execution of the work under the Order, may be punishable in accordance with applicable laws and regulations.

11. INSURANCE

The Supplier will have to take out insurance at its own expense during the entire time of fulfilment of the Order, which sufficiently covers civil liability for damages that may be caused, by itself or by its personnel and that of its suppliers or subcontractors, to persons or property of ITURRI and/or to third parties.

12. COMPLIANCE

12.1. ITURRI has implemented, and keeps operational, a Criminal Risk Management System and an Anti-Bribery and Anti-Corruption Management System, having established the necessary and appropriate policies, procedures and internal controls for the prevention, detection and response to the potential commission of criminal offences in the course of its business activity. Said systems have been duly communicated and are mandatory for all members of the organisation, who have received specific training for this purpose. ITURRI has certified both systems under the UNE 19601:2017 standard on criminal compliance management systems and the ISO – UNE 37001:2017 standard on anti-bribery management systems.

12.2. ITURRI makes available to you, through its website, its Code of Ethics, the Criminal Compliance Policy and the Group's Public Corruption Prevention Policy, and you may also access its Communication Channel through the following link: <https://canaldecomunicacion.iturri.com/>.

12.3. The Supplier represents, undertakes and guarantees that any persons working or acting on its behalf or in its interest shall comply, for the duration of the contract, with all laws, regulations, rules and collective bargaining agreements applicable to them. In particular, the Supplier expressly undertakes not to commit any criminal offence, whether directly, through third parties, through subcontractors, or through any person or entity participating in the contractual relationship or in the performance of the contracted activity.

12.4. The Supplier represents that it has complied and continues to comply, in the course of its activity, with all applicable regulations concerning criminal risk prevention systems and the prevention of bribery and corruption, and that it is not aware that the company, its de facto or de jure directors, or its executives are being investigated or involved in criminal proceedings for the possible commission of offences that may give rise to criminal liability for the legal entity.

12.5. In the event of a serious breach of these obligations, including the prohibition on committing criminal offences directly or through third parties, or if the existence of criminal proceedings involving the opening of an oral trial related to the activity covered by this Contract is detected, ITURRI reserves the right to terminate the contractual relationship immediately, while reserving the right to claim compensation for any damages and losses arising from such breach.

13. FORCE MAJEURE.

13.1. Neither party shall be held liable for the breach of its contractual obligations if the performance of such obligations is delayed or made impossible as a result of force majeure.

13.2. Only the following will be considered causes of force majeure:

- Earthquakes, tidal waves, catastrophic fires or officially declared catastrophic floods.
- Destruction caused by terrorist acts or produced in times of war or by sedition or riots.
- Legal strikes that exceed the scope of the Supplier's company and whose termination does not depend on the Supplier's decision.

13.3. In all cases of force majeure, the affected party will inform the other party in writing within a maximum period of 5 days, with all the means and documentation at its disposal.

13.4. The stipulated delivery times will be extended for a period equivalent to the time that the force majeure event lasts. In the event that the force majeure event lasts more than six months, the Order will be terminated, unless the parties mutually agree otherwise.

14. APPLICABLE LAW AND DISPUTE RESOLUTION.

14.1. The Order and all matters that may arise between the Parties in relation to or in connection with it, shall be governed exclusively by the common law of Spain, to which the Supplier and ITURRI expressly submit.

14.2. In the event of litigation in relation to or in connection with the Order, the Supplier and ITURRI submit to the jurisdiction and competence of the Courts and Tribunals of the city of Seville, expressly waiving any other jurisdiction that may correspond to them.

15. ENTRY INTO FORCE

The entry into force of these general terms and conditions of purchase, as well as any future modifications, comes into force immediately from this communication, and any previous conditions that may exist will cease to be valid.

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Annex I

Relations of Companies governed by these General Terms and Conditions of Purchase:

ITURRI S.A. (Spain)

ITURRI EMERGENCIES SOLUTIONS S.L. (España)

ITURRI PORTUGAL INDUSTRIAL Y SEGURANÇA, S.A. (Portugal)

ITURRI FRANCE (France)

Annex II

Supplier Evaluation Questionnaire:



Evaluation Questionnaire
V.3- 28.0