V1.0

General terms and conditions of purchase for suppliers

All purchase / subcontracting orders are subject to these General Terms and Conditions of PIDECA COMFORT SOLUTIONS, S.L. (hereinafter, PIDECA), unless otherwise expressly agreed in writing.

Acceptance of the order

All supplies must comply with the conditions stated in our order, including, by way of example and without limitation, the delivery date, price, and payment terms. In the event of any disagreement with any of these conditions, the supplier must notify it in writing within forty-eight (48) hours from the date of the order and obtain our express approval before proceeding with its fulfillment.

Once the forty-eight (48) hour period has elapsed without any claim, the supplier shall be deemed to have fully accepted the conditions stipulated in the order, including the right of access by PIDECA, its customers, and regulatory authorities, under the terms set out in the section "RIGHT OF ACCESS".

The supplier undertakes to pass on to its subcontractors the applicable requirements set out in the purchasing documents, including key characteristics.

Economic conditions

Any modification of prices, surcharges, or economic conditions must be previously approved in writing by PIDECA prior to the supply.

Unilateral price increases or those reflected in invoices without such prior approval shall not be accepted.

Invoicing

Invoices must be duly completed and must obligatorily include: order number, delivery note number, product code, description, quantity, unit price, and total amount.

If the invoiced amount does not match the agreed price, the invoice shall be rejected and returned to the supplier for correction.

Invoices must be received within the month calendar in which the material was received and, in any case, no later than the 5th day of the following month.

Invoices received after this date shall be accounted for in the following month, and their date of receipt for due date purposes shall be deemed to be that corresponding to said month.

Consequently, payment of such invoices shall be made in the next payment cycle in accordance with the agreed conditions (bank transfer, confirming, or other means). For those payment methods not subject to a fixed payment day, the due date shall be deferred by thirty (30) days from the new accounting date.

Delivery date

The delivery date shall be deemed to be the date on which the material is received and accepted at our facilities, within the established receiving hours.

In the event of non-compliance with the agreed delivery date, PIDECA reserves the right, at its sole discretion and without prior notice, to cancel the order in whole or in part, without this giving rise to any right to compensation in favor of the supplier.

Penalties for failure to meet deadlines

In the event of non-compliance with the agreed or confirmed delivery date by the supplier or tacitly accepted in accordance with the section "ACCEPTANCE OF THE ORDER", the supplier shall be liable for the damages and direct costs that such delay may cause to PIDECA.

Without prejudice to any other rights that may correspond to PIDECA, it may apply a penalty equivalent to one point five percent (1.5%) of the value of the affected order for each calendar week of delay, or fraction thereof, with a maximum limit of fifteen percent (15%) of the total value of the order.

Additionally, the supplier shall bear and compensate duly justified costs arising from the delay, including, but not limited to:

- administrative rescheduling costs;
- urgent or extraordinary transport costs;
- penalties or claims from PIDECA's end customers arising from contractual commitments, where such penalties are a direct consequence of the delay attributable to the supplier.

The indicated penalties and costs may be offset, in whole or in part, by deduction from pending or future invoices, without prejudice to PIDECA's right to claim additional damages as applicable.

The penalties established shall constitute a penalty clause and shall not limit PIDECA's right to claim compensation for additional damages in accordance with applicable law.

Identification of material

Each shipment must be accompanied by a delivery note clearly and legibly indicating, at a minimum: order number, product code, description, and quantity supplied and, where applicable, batch number or traceability identification.

Likewise, each package must be duly identified, visibly indicating its quantitative and qualitative contents, allowing proper identification, handling, and verification upon receipt.

Documentation

The supplier and, where applicable, its subcontractors, must submit to PIDECA, when required, dimensional reports and/or certificates of product conformity, as well as any other technical or quality documentation necessary to demonstrate product compliance with specified requirements.

Such documentation may include, among others, material certificates, test reports, process control records, traceability evidence, certificates of special treatments, declarations of regulatory compliance, or any documentation required by legal, regulatory, customer, or certification requirements.

The documentation must expressly identify the order number and/or the PIDECA Manufacturing Order to which it corresponds.

Compliance with the REACH Regulation

The supplier and, where applicable, its subcontractors shall ensure that all products and materials supplied to PIDECA comply with Regulation (EC) No. 1907/2006 (REACH), as amended and supplemented, including the restrictions set out in Annex XVII.

Where applicable, the supplier shall inform PIDECA of the presence of Substances of Very High Concern (SVHCs) included in the Candidate List and provide the information necessary to ensure the safe use of the products and compliance with applicable legal obligations.

Upon PIDECA's request, the supplier shall also provide declarations of conformity, safety data sheets, product composition information and any other documentation required to demonstrate REACH compliance.

The supplier shall immediately notify PIDECA of any changes to the composition, formulation, raw materials, manufacturing process or regulatory status that may affect REACH compliance or previously provided information. The supplier shall also notify PIDECA in advance of any new restrictions, authorization or information requirement applicable to the supplied products and provide the information necessary to assess its impact.

The supplier shall ensure that these requirements are passed on to its own suppliers and subcontractors, where necessary, to ensure REACH compliance and the availability of the required information throughout the supply chain.

Failure to comply with these obligations may result in rejection of the supply and the adoption of the measures provided for under these General Purchasing Conditions.

Incoming inspection

Material shall be deemed received once the Quality Control department has carried out the corresponding verification, in accordance with the applicable quality standards in each case.

Defective or non-conforming material may be rejected and returned to the supplier, with transport costs borne by the supplier.

Notwithstanding the foregoing, PIDECA is authorized, for production needs, to select, repair, or carry out the necessary recovery work to correct detected defects, the cost of such operations being entirely borne by the supplier.

The supplier shall have the right to verify the authenticity and nature of the detected defects, upon prior notification and by mutual agreement with PIDECA, provided that such verification does not cause delays, production interference, or additional costs for PIDECA. In any case, the classification of the material as conforming or non-conforming shall exclusively correspond to PIDECA.

Non-conforming product

Without prejudice to the provisions of the section "INCOMING INSPECTION", if the supplier or, where applicable, its subcontractors detect the existence of non-conforming product, they must immediately notify PIDECA and promptly apply the necessary containment measures, including, where appropriate, replacement of the affected product, in order to avoid impacts on production, delivery times, or safety.

The supplier must also request PIDECA's prior written approval for the disposition, use, reprocessing, or destruction of non-conforming products.

In the event of a claim for non-conforming product, the supplier must respond within a maximum period of fifteen (15) calendar days, indicating the actions taken or planned to prevent recurrence of non-conformities in the affected products.

When required by PIDECA, the supplier must carry out a root cause analysis and define and implement the necessary corrective actions to prevent recurrence of the non-conformity.

Product warranty

The supplier warrants that the supplied products shall be free from defects in design, materials, workmanship, and operation, and shall comply with the applicable technical, regulatory, and contractual specifications.

Unless expressly agreed otherwise in writing, the warranty period shall be twenty-four (24) months from the date of shipment of the product by PIDECA or twelve (12) months from commissioning, whichever occurs first.

During the warranty period, the supplier undertakes to repair or replace, at its own expense and within a reasonable time, any product found to be defective or non-conforming due to causes attributable to the supplier.

All costs arising from the application of the warranty, including but not limited to transport, disassembly, assembly, replacement, testing, or verification, shall be entirely borne by the supplier.

The warranty established herein shall be without prejudice to any liabilities that may arise under applicable law or other sections of these General Terms and Conditions, particularly those relating to non-conforming product and supplier liability.

Supplier liability

The supplier shall be fully responsible for the conformity, safety, and reliability of the supplied products, as well as their compliance with applicable technical, regulatory, and legal requirements, regardless of whether such products are integrated into equipment, systems, or solutions manufactured or marketed by PIDECA.

The supplier shall be liable to PIDECA for any damage, loss, claim, sanction, civil, administrative, or criminal liability arising from product defects, manufacturing failures, or regulatory or safety non-compliance, where such damages are directly or indirectly attributable to the supplier.

For products subject to testing, approvals, or certifications for a specific application (including, by way of example and without limitation, ISO 9001, Eurovent certifications, compliance with ErP requirements, ATEX requirements, or classifications and tests in accordance with applicable standards such as EN 1886), the supplier warrants that all subsequent production shall strictly comply with the technical information, data sheets, processes, materials, and components forming the basis of such certification.

Any modification, component substitution, process change, or deviation from the certified configuration must be previously notified to PIDECA and shall not be implemented without its express written approval, and, where applicable, repetition of the relevant tests or certifications shall be required.

Failure to notify or the implementation of unauthorized changes affecting certified products shall result in the supplier assuming full and unlimited responsibility for any damages, consequences, or claims that may arise, including those affecting personal safety, property, or certification compliance, releasing PIDECA from any liability to the extent permitted by law.

Integration of the product into PIDECA's equipment, systems, or installations shall not in any case limit or exclude the supplier's liability for attributable defects, non-compliances, or deviations.

Records

The supplier and, where applicable, its subcontractors shall retain quality records relating to supplied products for a minimum period of five (5) years, unless a different period is expressly stated in the order, including digital records.

After this period, or if destruction is intended prior thereto, PIDECA's prior written authorization shall be required.

Subcontracting

The supplier may not subcontract, in whole or in part, execution of the order without PIDECA's prior written authorization.

Where subcontracting is authorized, the supplier shall remain solely and exclusively responsible to PIDECA for quality, conformity, and compliance with applicable requirements of the supplied products within the scope of the order, regardless of subcontractor involvement.

Change control of requirements

The supplier and, where applicable, its subcontractors must previously notify PIDECA of any changes to the product and/or process, as well as changes of suppliers, subcontractors, or manufacturing facility locations.

Such changes shall not be implemented without PIDECA's prior written approval, where they may affect product quality, conformity, or compliance with applicable requirements.

Right of access

The supplier and, where applicable, its subcontractors shall allow access to PIDECA, its customers, and regulatory authorities, upon request, to their facilities and to documented information relating to orders, at any level of the supply chain involved.

Verification or validation activities at the supplier's facilities shall be communicated and planned in advance, with reasonable notice agreed between the parties, except where immediate access is required by legal or regulatory mandate.

Prevention of counterfeit parts

The supplier and, where applicable, its subcontractors shall plan, implement, and control processes appropriate to their organization and supplied products in order to prevent the use of counterfeit or suspected counterfeit parts, as well as their inclusion in products delivered to PIDECA or its customers.

Quality management system

The supplier and, where applicable, its subcontractors shall have, when required by PIDECA, a Quality Management System compliant with ISO 9001 or equivalent or otherwise demonstrate implementation of adequate controls and procedures ensuring product or service conformity.

The supplier shall immediately inform PIDECA of the loss, suspension, or non-renewal of any ISO or customer certification required for product or service provision.

The supplier and, where applicable, its subcontractors shall also implement and maintain actions to ensure that personnel are aware of:

- their contribution to product or service comformity;
- their contribution to product safety;
- the importance of ethical behavior.

Supplier self-inspection

The supplier and, where applicable, its subcontractors shall establish and maintain appropriate self-inspection systems to ensure conformity of products or services with specified requirements prior to delivery to PIDECA, in accordance with ISO 9001 principles.

Performance monitoring

The supplier and, where applicable, its subcontractors shall be continuously evaluated in accordance with PIDECA's supplier monitoring and evaluation process.

Such evaluation shall consider, among other criteria, service quality, product quality, and compliance with agreed deadlines and may affect continuation of the business relationship or allocation of future orders.

Risk management and supply continuity

The supplier shall immediately inform PIDECA of any circumstance that may affect supply continuity, including, but not limited to, production capacity issues, stock shortages, critical incidents, or supply chain disruptions.

The supplier shall also have reasonable contingency measures or plans in place to minimize the impact of such incidents on order fulfillment.

Ethics and legal compliance

The supplier and, where applicable, its subcontractors undertake to comply with applicable legislation, maintain ethical and professional conduct, and reject any fraudulent, corrupt, or bad-faith commercial practices, as well as avoid conflicts of interest that may affect the relationship with PIDECA.

Confidentiality and information ownership

All information provided by PIDECA to the supplier, including but not limited to drawings, specifications, samples, technical documentation, end-customer data, and know-how, shall be confidential.

Such information shall not be used for purposes other than order execution nor disclosed to third parties without PIDECA's prior written authorization, and this obligation shall remain in force even after termination of the commercial relationship.

These provisions are general and shall apply without prejudice to specific confidentiality agreements (NDAs) that PIDECA may require. Where an NDA exists, its terms shall prevail.

Use of Artificial Intelligence Systems

The supplier and, where applicable, its subcontractors shall ensure that the use of artificial intelligence (AI) systems, including generative AI, language models and automated systems related to the products or services supplied to PIDECA, is safe, responsible and compliant with applicable legislation.

PIDECA's information, including drawings, specifications, models, technical documentation, product or process data, prices, quotations, purchase orders, commercial information, customer and supplier data, know-how and any other confidential information provided directly or indirectly, shall not be entered, uploaded, incorporated into or processed by third-party AI systems where this may result in its storage, reuse, disclosure or use for purposes other than the execution of the purchase order, without PIDECA's prior written authorization.

Under no circumstances may such information be used to train, retrain, fine-tune, improve, validate or develop AI models or systems, whether proprietary or third-party, without PIDECA's express written authorization.

Where PIDECA authorizes such processing, the supplier shall implement the technical and organizational measures necessary to ensure the confidentiality, integrity and security of the information, restrict its use exclusively to the authorized purpose and prevent its use for training or improving AI systems, unless expressly authorized otherwise.

The supplier shall inform PIDECA in advance whenever the products or services supplied incorporate AI systems or whenever such systems are materially involved in generating documentation, output, analyses, decisions or deliverables included in the supply.

The use of AI systems shall not limit the supplier's obligations, warranties or liabilities. The supplier shall verify the accuracy, conformity, safety and suitability of any output before delivery or use and ensure that such use does not infringe intellectual property rights, industrial property rights, confidentiality obligations, data protection requirements or any other third-party rights.

The supplier shall immediately notify PIDECA of any incident, unauthorized access, disclosure, loss of confidentiality or misuse of PIDECA's information involving AI systems and shall take the necessary measures to contain and remedy its effects. The supplier shall also ensure that these obligations are passed on to its subcontractors and any third party involved in the execution of the purchase order that may have access to PIDECA's information.

Ownership of tooling and technical documentation

Tooling, molds, gauges, machinery, drawings, and technical documentation provided by PIDECA shall remain its exclusive property and shall be used solely for execution of PIDECA orders.

Upon termination of the commercial relationship, such items shall be returned or destroyed as instructed by PIDECA, and the supplier may not retain or use them for third parties.

These conditions shall apply without prejudice to specific contracts entered by PIDECA regarding ownership, use, custody, or return of tooling, assets, or production means, which shall prevail where applicable.

Force majeure

Total or partial failure to perform obligations arising from an order shall not be attributable to the affected party where such failure results from force majeure events, defined as unforeseeable or unavoidable events beyond reasonable control, including, but not limited to, natural disasters, fires, wars, armed conflicts, pandemics, general strikes, governmental acts, or serious disruptions of energy, transport, or raw material supply.

The affected party shall notify the other party as soon as reasonably possible and take necessary measures to mitigate the effects.

Suspension of obligations due to force majeure shall be limited to the strictly necessary duration.

Applicable law and jurisdiction

These General Terms and Conditions and the orders to which they apply shall be governed by and construed in accordance with Spanish law.

Any dispute arising from their interpretation or application shall be submitted to the Courts and Tribunals of Barcelona, with express waiver of any other jurisdiction that may apply.

Final provision

In the event of conflict between these General Terms and Conditions and any supplier conditions, PIDECA's conditions shall prevail, unless otherwise expressly agreed in writing.

Acceptance or receipt of supplier documentation (including delivery notes, quotations, or invoices) shall not imply acceptance of the supplier's general terms and conditions.