

1. SCOPE OF APPLICATION. These General Terms of Purchase shall apply to all acquisitions of goods and services made by GRUPO ALUMINIOS DE PRECISION S.L.U. or any of its Group companies (hereinafter, collectively referred to as GAP), prevailing over the supplier's terms of offer or its general sales conditions.

All orders shall make reference to these general conditions and shall indicate the website where they are available for consultation.

2. ORDERS. Every order placed by GAP shall be supported by a Purchase Order or, alternatively, by a written accepted quotation.

Orders shall include a description and characteristics of the goods or services to be supplied, as well as their quantity, delivery deadline and location, unit price and total, and payment terms and method. It is mandatory for the supplier to confirm and accept the order within 48 hours of its dispatch. In the absence of a response, it will be automatically considered accepted.

All supplies must conform to the conditions specified in the order. In case of disagreement with any of these conditions, the supplier must state it in writing and obtain approval from GAP before fulfilling the order.

GAP reserves the right to cancel the order in case of non-compliance with any of the particular or general conditions, and the supplier must refund the amounts paid by GAP plus any interest and expenses incurred.

3. SUPPLY CLAUSES. The supplier:

- Agrees not to terminate collaboration with GAP with less than 90 calendar days' notice.
- Must notify changes in the product and/or process.
- Must notify changes in the location of manufacturing or supply facilities.
- Must notify any quality defects in production batches and/or processes.
- Has sufficient production capacity to accommodate an increase in consumption by GAP of at least 20%.

4. SUBCONTRACTING. The supplier may not subcontract the execution of the order, in whole or in part, without the prior written authorization of GAP.

The supplier shall be responsible for its work, as well as that performed by the natural or legal persons subcontracted. Additionally, the supplier must impose on the authorized subcontractor the same obligations towards GAP as those specified in these general terms of purchase.

5. TRANSPORT, DELIVERIES, AND PACKAGING. The terms of transport and delivery will be defined in the orders. In the event that they are not specified, the default Incoterms are DAP Burgos.

The supplier must comply with the packaging instructions provided by GAP, if any. The supplier shall be responsible for damages caused by inadequate product protection, such as impacts, oxidation, etc. The supplier shall bear all costs arising from defective packaging or improper handling or transportation.

If the supplied product has any defects, and once verified, the supplier undertakes to replace the material, covering logistical costs as well as any costs incurred due to the quality issue

accepted by their liability insurance, within a maximum period of 2 days. Alternatively, the supplier agrees to have a sufficient provision to cover these contingencies, so as not to affect the safety stock planned by GAP.

All deliveries must be made from Monday to Friday between 8:00 AM and 8:00 PM. Deliveries outside of these hours will not be accepted. Deliveries before or after the agreed date will not be accepted without the express consent of GAP. GAP reserves the right to reject the goods if the product does not meet the agreed requirements or due to non-compliance with delivery conditions (transport/packaging). Partial deliveries or quantities exceeding those requested will not be accepted unless specified in the order or requested expressly in writing. In the event of receiving quantities exceeding those reflected in the order, the excess may be returned to the supplier at their expense.

An annual evaluation of the performance of approved suppliers regarding delivery times and quality will be conducted according to our DOC-06-01.

If there are delays in 5 or more deliveries and if the service rate does not meet the required target, the supplier will be notified to request compliance and to take corrective actions if necessary.

6. INSPECTION AND ACCEPTANCE. GAP reserves the right to inspect all materials and/or equipment contracted at their place of manufacture, storage, or execution. To this end, its authorized representatives shall have free access at all times to the premises of the supplier and/or subcontractors, where the materials and/or equipment contracted are being manufactured, stored, or executed.

The material shall not be considered received until expressly accepted by GAP, following the corresponding verification in accordance with the applicable quality standards in each case.

Any defective material found, whether upon receipt of materials, during the manufacturing process, or in subsequent application, shall be returned to the supplier at their expense. The supplier shall be responsible for any expenses incurred as a result of the quality problem encountered.

However, if production needs require it, GAP will perform the necessary selections or recovery work to correct the defects found. The supplier shall bear the expenses incurred as a result of these operations.

7. ASSOCIATED DOCUMENTATION. With each shipment, a delivery note shall be attached, containing the order number, line, delivery date, code, product description, quantity, and delivery address.

The goods must be accompanied by the corresponding quality certificates, and, if applicable, documentation related to the tests conducted by the supplier that guarantee the requirements specified in the product and indicated in the order.

8. PRICES. The agreed prices are fixed for all purposes and shall remain unchanged by the supplier, without the possibility of revision or variation unless expressly agreed otherwise by the parties.

The prices include packaging, transportation, insurance, and other concepts specified in the conditions of the order.

9. BILLING AND PAYMENT TERMS. All payments shall be made according to the conditions specified in the contractual documentation (contract, purchase order, or accepted quotation). By default, bank transfer payment terms are set at 60 days.

The invoice must include the order number, a copy of the signed and stamped delivery note by GAP, product code and description, quantity, unit price, total amount, date, due date, company name, tax identification number, bank account number (for transfers), and address.

Invoices that do not meet the requirements specified in these general terms of purchase will be returned to the supplier, and the payment due date will be counted from the acceptance of the new invoice.

10. WARRANTIES. The supplier guarantees the products, goods, and equipment against any design or manufacturing defects for a period of 12 months from the delivery of the supply or 12 months from their commissioning, committing to repair or replace, at GAP's choice, any damaged, defective, or incomplete parts.

The cost of replacement or repair and all expenses incurred for this reason shall be borne by the supplier, even when they must be carried out outside its premises.

Adjustments, works, repairs, or replacements must be carried out within the timeframe specified by GAP, in the manner that is least detrimental to it. Otherwise, GAP may carry out the necessary work itself or by third parties at the supplier's expense and without voiding the warranty.

The supplier also guarantees that the products, goods, and equipment are duly approved and comply with all applicable regulations, especially those related to product safety, undertaking to indemnify, defend, and hold GAP harmless against any demand, claim, expense, liability, sanction, loss, cost, and damage, including attorney's fees, that GAP may incur in relation to the products, goods, and/or equipment supplied.

The supplier assumes full responsibility for the loss or deterioration of the goods owned by GAP that are temporarily in its possession.

11. SUPPLIER'S ORGANIZATION. The supplier shall act as an independent company in fulfilling the award and shall be responsible for the selection and supervision of its personnel or personnel of its subcontractors, responsible for carrying out the order. In particular, it shall be obliged to comply with all provisions of labor legislation, Social Security, and Occupational Health and Safety, as well as Environmental legislation, and must provide GAP with the necessary documents upon request.

The supplier guarantees that it will at all times respect social values, and especially that no child labor has been used in the manufacturing, handling, or distribution of the products or goods supplied.

12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY. The supplier undertakes to maintain the utmost confidentiality regarding information classified as confidential, especially any personal

data. Any data accessed by the Supplier by virtue of its contractual relationship shall be considered Confidential Information, particularly the buyer's own information and data accessed during the execution thereof.

Similarly, the supplier agrees, after the termination of the contractual relationship, not to retain any copies of confidential information.

The confidentiality obligations established herein shall have an indefinite duration, remaining in force after the termination of the relationship between the buyer and the supplier.

All drawings, plans, sketches, engravings, photographs, technical documents, tools, fixtures, molds, etc., provided to the suppliers for the execution of their work, as well as those specifically developed by the suppliers for GAP as a result of the order or inquiry, shall be considered the property of GAP. Therefore, the supplier may not exploit them for purposes other than those agreed upon with GAP, or copy, reproduce, or transmit them to third parties without express authorization.

13. SUPPLIER'S CORPORATE SOCIAL RESPONSIBILITY

The Supplier acknowledges and accepts the importance of Corporate Social Responsibility (CSR) as an integral part of our business relationships. Both parties agree to collaborate in promoting sustainable and ethical business practices. In this regard, the Supplier commits to:

1. **Legal and Ethical Compliance:** Complying with all applicable laws and regulations in its country of origin and in all jurisdictions in which it operates, as well as adhering to the highest ethical standards in its business activities.
2. **Labor Rights:** Respecting and promoting fundamental labor rights, including but not limited to, the prohibition of child labor, forced labor, and discrimination in the workplace.
3. **Environment:** Adopting sustainable environmental management practices, reducing the environmental impact of its operations and products, and complying with applicable environmental regulations.
4. **Business Ethics:** Refraining from engaging in corrupt business practices, bribery, extortion, or any other illicit activity that may compromise the integrity of the business relationship.
5. **Diversity and Inclusion:** Promote diversity and inclusion in the workplace, respecting equal opportunities for all employees, regardless of their race, gender, sexual orientation, religion, disability, etc.
6. **Transparent Communication:** Provide clear and accurate information about its CSR practices and be willing to cooperate in audits and evaluations related to CSR.
7. **Collaboration and Continuous Improvement:** Collaborate with us in identifying opportunities to jointly improve our CSR practices continuously.

Failure to comply with these CSR commitments by the Supplier could result in the review of our business relationship and, ultimately, in the termination of contracts. We value collaboration with suppliers who share our vision of Corporate Social Responsibility and are willing to work together to achieve the highest ethical and sustainable standards in our operations.

This clause aims to promote responsible and sustainable business practices in the supply chain and ensure that both parties share a common commitment to CSR. Make sure this clause fits the specific needs and policies of your organization before including it in your general terms of purchase.

14. TERMINATION. The following shall be causes for termination of the contractual relationship:

- Dissolution of the legal entity of the supplier company.
- Transformation, merger, acquisition, transfer of assets and liabilities, or split of the supplier company.
- Supplier's failure to fulfill its contractual obligations.
- Omission or breach of tax, Social Security, or occupational health and safety regulations by the supplier.
- Bankruptcy or any other situation that could question the solvency of the supplier.

15. FORCE MAJEURE. Neither party shall be considered responsible for the breach of its contractual obligations when the execution of such obligations is delayed or becomes impossible as a result of force majeure as defined in article 1,105 of the Civil Code, which shall be communicated to the other party within a maximum period of 48 hours.

The delivery times stipulated shall be extended by a period equivalent to the time lost due to force majeure. In the event that a force majeure event persists after the delivery times have been delayed for this reason for more than 90 days, GAP shall communicate to the supplier the continuation or termination of the contract.

16. JURISDICTION. These General Terms and Conditions are subject to the laws of the Kingdom of Spain. The contracting parties shall seek to amicably resolve all issues relating to the interpretation and performance of the order and these General Terms of Purchase. In the event that the parties cannot amicably resolve any disputes arising from them, they shall be submitted to the Courts and Tribunals of the city of Burgos.

17. VERSION OF THESE GENERAL TERMS OF PURCHASE. The valid version of these general terms of purchase shall always be the one published at the time of the order on the website of Grupo Aluminios de Precisión www.alu-gap.com.

*In addition to the aforementioned, suppliers should comply with the sustainability requirements outlined in Annex I.

Annex I - Sustainability Requirements for Suppliers

Objective: This annex establishes the sustainability requirements that suppliers must meet when providing products or services to GRUPO ALUMINIOS DE PRECISIÓN. These requirements apply to all levels of the supply chain and aim to promote ethical practices, environmental responsibility, and social responsibility in all company operations.

1. Wages and Benefits:

- Suppliers must pay fair and competitive wages in compliance with applicable laws and regulations.
- Employees must be provided with benefits and perks that promote their well-being and quality of life.

2. Working Hours:

- Employee working hours must comply with local laws and international standards, including limits on overtime hours and adequate rest days.

3. Ethical Hiring:

- Employee hiring must be based on principles of non-discrimination, equal opportunities, and diversity.
- Forced labor and child labor are prohibited.

4. Freedom of Association and Collective Bargaining:

- Employees' rights to freedom of association and collective bargaining are recognized and respected in accordance with local laws.

5. Women's Rights:

- Gender equality in the workplace is promoted, including the elimination of gender discrimination and the promotion of equal opportunities.

6. Rights of Minorities and Indigenous Peoples:

- The rights of minorities and indigenous peoples are respected and protected in accordance with local and international laws and regulations.

7. Land, Forest, and Water Rights and Forced Evictions:

- Suppliers must act responsibly regarding land, forest, and water rights, avoiding forced evictions and environmental damage.

8. Use of Private or Public Security Forces:

- The use of security forces must be proportionate and respect human rights, avoiding unnecessary violence.

9. Health and Safety:

- Suppliers must provide a safe and healthy working environment, identifying and mitigating occupational risks.

10. Data Protection and Security:

- Information and data must be handled and protected in accordance with applicable privacy and data security laws.

11. Financial Accountability (Accurate Records):

- Suppliers must maintain accurate and transparent financial records of all transactions related to GRUPO ALUMINIOS DE PRECISIÓN.

12. Fair Competition and Antitrust:

- Suppliers must comply with competition and antitrust laws in all business activities.

13. Conflicts of Interest:

- Suppliers must disclose and ethically manage any conflicts of interest that may arise in their operations with GRUPO ALUMINIOS DE PRECISIÓN.

14. Counterfeiting:

- The production and distribution of counterfeit products are prohibited.

15. Export Controls and Economic Sanctions:

- Suppliers must comply with all laws and regulations related to export controls and economic sanctions.

16. Whistleblowing and Protection against Retaliation:

- Employees and suppliers must be able to report concerns without fear of retaliation.

17. Greenhouse Gas (GHG) Emissions:

- GHG emissions must be measured, reported, and reduced in accordance with the sustainability goals of GRUPO ALUMINIOS DE PRECISIÓN.

18. Energy Efficiency and Renewable Energy:

- Suppliers must promote energy efficiency and use renewable energy sources whenever possible.

19. Decarbonization:

- Decarbonization of the supply chain and the adoption of low-carbon technologies are promoted.

20. Water Quality, Consumption, and Management:

- Sustainable water management practices must be implemented, and the quality of water used in operations must be ensured.

21. Air Quality:

- Suppliers must take measures to minimize emissions of air pollutants and contribute to air quality.

22. Responsible Chemical Management:

- Chemicals must be managed and used safely, in compliance with applicable regulations.

23. Sustainable Resource Management:

- Suppliers must use resources efficiently and promote sustainable management practices.

24. Waste Reduction, Reuse, and Recycling:

- Waste reduction, material reuse, and recycling are promoted in all operations.

25. Animal Welfare:

- In operations related to animal products, animal welfare must be ensured, and relevant regulations must be complied with.

26. Biodiversity, Land Use, and Deforestation:

- Suppliers must act to preserve biodiversity, avoid deforestation, and protect soil quality.

27. Acoustic Emissions:

- Suppliers must take measures to minimize acoustic emissions and reduce impacts on local communities.

28. Definition and Application of Similar Standards to First-tier Suppliers (Tier 1):

- First-tier suppliers must establish and apply similar requirements throughout their supply chain.

29. Binding Requirements for First-tier Suppliers (Tier 1) to Transmit Standards Throughout the Supply Chain:

- First-tier suppliers must ensure that sustainability standards are transmitted and complied with throughout the entire supply chain.

Compliance and Audit: GRUPO ALUMINIOS DE PRECISIÓN reserves the right to conduct audits and assess compliance with these sustainability requirements at any time. Non-compliance with these requirements may result in corrective actions and, ultimately, termination of the business relationship with the supplier.

This annex is an integral component of the General Terms of Purchase and must be accepted and complied with by all suppliers supplying products or services to GRUPO ALUMINIOS DE PRECISIÓN.