

## **LAULAGUN BEARINGS, S.L. Conditions of Purchase**

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1.1. This document sets out the conditions of purchase governing the supply of any goods, equipment and materials (hereinafter, the "Products") and/or the provision of any services (hereinafter, the "Services") by Suppliers (hereinafter, the "Supplier") to Laulagun Bearings S.L. and/or any company directly or indirectly controlled by it (hereinafter, LAULAGUN).

1.2. Unless otherwise stated in an order placed by LAULAGUN, the scope and price of any supply of Products and/or Services shall include all documentation, ancillary services, works (including execution, construction and assembly) and/or equipment (including IT equipment, tools, patterns, models, moulds, gauges or spare parts) required to execute the order.

1.3. Any modification or exception to these General Conditions on the part of the Supplier must be accepted, in advance and in writing, by LAULAGUN, and shall only apply to the specific order for such a modification or exception was requested.

1.4. Consequently, merely signing a Supplier sales form or the existence, where applicable, of any General Conditions of Sale of the Supplier do not exempt the Supplier from application of these General Conditions, which shall prevail, under all circumstances, unless there has been prior written acceptance by LAULAGUN replacing these General Conditions in part or in full.

## **2. CONTRACTUAL DOCUMENTATION**

2.1. The relationship between LAULAGUN and the Supplier shall be governed by the following contractual documentation (hereinafter the "Contract"):

- (a) the order from LAULAGUN (hereinafter referred to as the "Order") and, where applicable, the Delivery Schedules;
- (b) these Conditions of Purchase; and
- (c) the Supplier's quotation and acceptance of the order, including the technical specifications for the Products and/or Services.

2.2. All consignments must comply with the conditions indicated in our order. In the event of non-conformity with any of the conditions, this must be communicated in writing and the approval of LAULAGUN must be obtained before continuing with the supply process.

2.3. Once the Supplier has received the Order together with these General Purchasing Conditions, it shall send its acceptance by returning a signed copy to the following e-mail address: [pedidos@laulagun.com](mailto:pedidos@laulagun.com) within a maximum period of five (5) calendar days.

2.4. Executing the Order without having fulfilled the requirement above implies, likewise, complete acceptance of the Order and of these General Conditions. Notwithstanding the above, LAULAGUN reserves the right to cancel the Order if, after the aforementioned period has elapsed, it has not received acceptance from the Supplier or there has been a breach of any of the particular or general conditions established therein, without this giving rise to any claim on the part of the Supplier, who shall return the amounts paid by LAULAGUN up to that time.

2.5. The Supplier is obliged to satisfy each Order under the terms and conditions indicated in the Order and in these Conditions of Purchase, and it shall be understood that these terms and conditions apply for the entire duration of the Order.

### **3. SUBCONTRACTING**

3.1. The Supplier may not subcontract all or part of the fulfilment of the Order without the prior written consent of LAULAGUN.

3.2. In cases where subcontracting has been authorised, the requirements applicable to the Supplier, in accordance with the provisions of the Purchase Order and these Conditions of Purchase, shall be immediately applicable to all future and successive suppliers and/or subcontractors, with LAULAGUN being expressly indemnified against any incident resulting from the subcontracting chain.

3.3. In the event of any subcontracting, the Supplier shall be jointly and severally liable together with the subcontractor in respect of all of the latter's obligations to LAULAGUN, who may take the appropriate legal action indistinctly against the Subcontractor and/or the Supplier in question.

### **4. TRANSPORT AND PACKAGING**

4.1. The transport conditions will be defined by Incoterms in the purchase orders. If this is not the case, the Incoterms established by default are CIP (Carriage and insurance paid to the agreed destination) for intra-Community transactions and DDP (Delivered, duty paid at the agreed destination) for extra-Community transactions (INCOTERMS version CCI 2010).

4.2. The delivery of goods and products shall be made on the date, at the place and under the conditions agreed in the Contractual Documentation.

4.3. All packages, boxes, bundles, etc. must be packed in a suitable manner for their transportation, conservation and storage. The Supplier shall comply with the packaging instructions supplied by LAULAGUN, where applicable.

4.4. The Supplier shall be liable for any damage caused by impact, rust, etc., due to inadequate protection of the product. The Supplier shall bear all costs arising from defective packaging or incorrect handling or transport.

### **5. TIME LIMITS FOR DELIVERY AND/OR PERFORMANCE OF THE SERVICE**

5.1. The delivery periods established in the Order and/or the Delivery Agreement will be considered as essential. The Supplier undertakes to plan the pace of production to ensure the delivery of the Product and/or the provision of the Service at the level of quality and within the delivery times established in the Contract.

5.2. The delivery shall be deemed to have taken place when the Supplier makes all the Products, together with the required technical documentation, available to LAULAGUN at the place and under the conditions indicated in the Order and/or the Delivery Agreement.

5.3. Without prejudice to their right to terminate the Order and/or the Delivery Agreement, when the Supplier fails to meet the established delivery period and the delay is not attributable to force majeure, LAULAGUN shall be entitled, in addition to the delivery of the product/service, to charge a penalty calculated at a rate of 0.5% of the purchase price for each full calendar day of delay. The corresponding penalty may not exceed 15% of the purchase price. Furthermore, LAULAGUN reserves the right to claim the damages suffered as a consequence of the Supplier's delay, regardless of the penalty outlined above.

5.4. No deliveries will be accepted before or after the agreed date without the express written consent of LAULAGUN. LAULAGUN reserves the right to refuse the goods in the event that the product does not comply with the agreed requirements or due to non-compliance with the delivery conditions (transport / packaging).

5.5. Any incident that prevents delivery of the quantities specified on time and within the established deadlines must be communicated immediately by the Supplier to LAULAGUN, stating the reason and, if possible, the date on which the delivery is expected to take place. If the Supplier fails to make such notification, LAULAGUN shall be entitled to compensation for any additional expenses it incurs which could have been avoided had it been duly notified. The Supplier undertakes to carry out, at no additional cost to LAULAGUN, any actions that may be necessary (including overtime, express transport, etc.) to reduce the delay as much as possible.

## **6. DELIVERIES OF MATERIALS**

6.1. The provisions contained in this Section shall apply when it is expressly agreed that LAULAGUN will provide materials and accessories necessary for the Supplier to carry out the Contract (hereinafter referred to as the "Materials")/ The Materials may not be used by the Supplier for any purpose other than to fulfil the Contract.

6.2. If the Supplier needs Materials from LAULAGUN to deliver the Product and/or provide the Service, it shall request them in good time to comply with the agreed schedule.

6.3. The Supplier shall establish the necessary controls to maintain custody of the Materials and immediately inform LAULAGUN of any damage to or loss thereof. Specifically, the Supplier shall store the Materials at its own expense, mark them as the property of LAULAGUN and keep them separate from other materials or products.

6.4. The Supplier shall arrange and maintain in full force and effect (on such terms and with such insurance companies as LAULAGUN deems acceptable) an all-risks insurance policy (i.e. including the risk of fire) for the Materials for a minimum amount equivalent to the replacement value of the Materials in the Supplier's possession at any given time.

6.5. In the event of the depositary declaring bankruptcy, the depositary shall be obliged, if there is an attempt to seize the goods in question, to lodge the appropriate protest and adopt any measures necessary to assert LAULAGUN's ownership of said goods, without prejudice to the actions that LAULAGUN itself may take in defence of its interests. The depositary shall, under all circumstances, immediately inform LAULAGUN of this situation.

## **7. QUALITY**

7.1. The Supplier is responsible for the quality of the Products/Services that it delivers to LAULAGUN, regardless of whether it manufactures or executes them itself, or acquires them from a subcontractor.

7.2. The quality of the Products/Services delivered must comply with the standards required in the documentation, drawings, specifications and standards delivered to the Supplier and referred to in the Order. The certificates issued must clearly indicate the reference, the drawings and the specifications of LAULAGUN and any applicable revision.

7.3. No technical modifications may be made without the prior written consent of LAULAGUN.

## **8. INSPECTION AND ACCEPTANCE**

8.1. LAULAGUN reserves the right to inspect all materials and/or equipment ordered at their place of manufacture, storage or execution. For this purpose, its authorised representatives shall have free access at all times (with prior notice), during the period of execution of the contractual service, to the workshops or factories of the Supplier and/or subcontractor, where the ordered materials and/or equipment are being manufactured, stored or processed.

8.2. The material will not be considered accepted until it has been expressly accepted by our Quality Control Department or, failing that, by the person or department that issued the Order, after verification in accordance with the quality standards applicable in each case.

8.3. Any defective material found, whether at the time of receiving materials, during the manufacturing process or in their later use, shall be returned to the Supplier carriage unpaid, with the Supplier being responsible for any expenses incurred as a result of the problem of inadequate quality detected.

8.4. However, and if production needs so require, LAULAGUN shall carry out the selections or recovery work necessary to correct the defects found. The Supplier shall be responsible for any expenses incurred as a result of these activities.

## **9. ASSOCIATED DOCUMENTATION**

9.1. The Supplier shall include with the delivery of the Product a duly completed delivery note indicating the business name of LAULAGUN, the Order number, quantity, date, any comments and any other documentation referred to in the Order.

9.2 The Supplier must send the Quality documentation required in the ETC by email to [qualitydoc@laulagun.com](mailto:qualitydoc@laulagun.com), before the delivery of the product to Laulagun.

## **10. PRICES**

10.1. The prices indicated in the Order are understood to be fixed and unalterable, unless otherwise agreed in writing, and include all the goods and services that are covered by the

contract, as well as any expenses that the Supplier has to bear in order to carry out the supply or provision of those goods or services, including at all times the corresponding packaging.

10.2. The prices established in the Order include all types of taxes, levies, import duties, etc., with the exception of Value Added Tax.

## **11. INVOICING AND PAYMENT CONDITIONS**

11.1. The Supplier shall issue an invoice, which will be associated, where appropriate, with the delivery note.

11.2. LAULAGUN may issue its own invoices when the Particular Conditions so provide.

11.3. Invoices must be received by LAULAGUN's Administration Department within the first 5 days of the month following the date of supply or execution.

11.4. The invoice must include the Order number, reference, description of the product or service, delivery note number, unit price, total amount, date, payment period, company name, NIF/Tax ID, bank account number, (in the case of transfer) and address.

11.5. Any invoices that do not comply with the requirements indicated in these purchase conditions may be returned to the Supplier. In such cases the payment period shall be counted from acceptance of the new invoice.

11.6. The default payment method and period is 60 days certified payment, although it may be negotiated individually with each Supplier and reflected in the Particular Conditions and/or in the Order.

## **12. SUPPLIER OBLIGATIONS**

12.1. The Supplier undertakes to comply with and ensure compliance by its employees and, where applicable, by its contractors and assignees, with current legislation on Tax, Employment, Social Security, Occupational Health and Safety and the Environment and any other applicable legislation, as well as to respect, in the case of activities carried out at LAULAGUN's premises, the Occupational Health and Safety and Environmental policies adopted by LAULAGUN. It shall also make available to LAULAGUN, when so requested, the documents accrediting the workers' employment status and the fulfilment of their Social Security tax obligations, and shall provide, as promptly as possible, the corresponding clearance certificate issued by Social Security.

12.2. The Supplier shall fully assume the tasks of management and organisation with regard to the personnel assigned to the implementation of the Contract.

12.3. LAULAGUN may inspect compliance with all of the above mentioned provisions without such inspection exonerating the Supplier from its exclusive responsibility.

12.4. In the execution of the Order, the Supplier shall at all times act as a legal entity or independent entrepreneur and not as an agent or representative of LAULAGUN. Under no circumstances shall it be deemed that there is a relationship of dependence between LAULAGUN and the Supplier's personnel.

12.5. The Supplier shall be responsible for all damages arising from any kind of actions or omissions caused by itself, its agents, employees, subcontractors or counterparts, completely indemnifying LAULAGUN against all costs, claims, losses, necessary expenses (including legal fees) or liability, together with any VAT applicable to such costs, that any of these suffer or to whom any of these is caused as a consequence of their action.

12.6 During supply of the product or service the supplier must:

- Notify any accidents (emissions, spills, etc.) that occur during the supply or service provided.
- Comply with all current environmental regulations regarding the generation and management of waste, spills, atmospheric emissions, noise and the prevention of soil contamination.
- Undertake to send copies of all those documents that prove the correct management of the waste generated (contracts with managers, authorisations and delivery records, etc.), if so required.
- The Supplier shall be responsible for promptly informing all its workers of the environmental obligations that, by legal requirement or at the express request of LAULAGUN, are acquired under the Contract.
- Ensure that potential emergency situations are identified and evaluated, and their impact minimised by implementing emergency plans and appropriate response procedures if work is carried out at LAULAGUN's premises.

12.7. Failure to comply with such obligations, or only partial compliance, shall be regarded as sufficient cause for termination of the contractual relationship between the parties.

### **13. SUPPLIER CODE OF CONDUCT**

13.1. LAULAGUN establishes minimum principles to ensure that the Supplier's practices and activities respect human rights and fundamental freedoms in accordance with, as a minimum, the International Bill of Human Rights and the principles relating to the eight fundamental conventions of the International Labour Organisation (ILO). Depending on the circumstances, the Supplier must take into account other additional standards. The Supplier shall ensure that this Code of Conduct is properly implemented throughout its value chain.

13.2. Prohibition of forced labour: The Supplier shall not condone, participate in or benefit from any form of forced labour, including bonded labour, debt bondage, forced labour in penal institutions, slavery or trafficking in human beings. All employment is voluntary, and workers are free to leave their jobs at any time or to terminate their employment.

13.3. Prohibition of child labour: The Supplier shall not condone, practice or support the use of child labour. The term "child" refers to any person under the age of 15 (or 14 if permitted by national law), or who is not of the age necessary to complete compulsory education, or who does not have the minimum age for employment in the country, whichever is higher.

13.4. Non-discrimination: The Supplier shall not condone, practice or support any form of discrimination based on race, colour, age, sex, sexual orientation, ethnic origin, disability, pregnancy, religion, political affiliation, union membership or marital status in contracts,

remuneration or employment related practices such as promotions, bonuses, access to training, termination or retirement.

13.5. Respect for the freedom to organise and for collective bargaining: The Supplier shall respect the rights of workers to organise freely, to join or not to join trade unions, to seek representation, to join workers' councils in accordance with local law and to bargain collectively with the company or its representatives. The Supplier shall ensure that representatives and any personnel involved in the organisation of workers are not subjected to discrimination, harassment, intimidation or retaliation for being members of a trade union or for participating in trade union activities, and that such representatives have access to their members in the workplace. Where the rights to freedom of assembly and collective bargaining are restricted by law, appropriate channels shall be designed to ensure their reasonable and independent exercise.

13.6. Fair treatment: The Supplier shall not condone, practice or support acts of physical, verbal, sexual or psychological bullying, abuse or threats in the workplace. It shall establish disciplinary policies and procedures which shall be duly communicated to all workers and shall take measures to prevent and redress such acts where appropriate.

13.7. Compliance with occupational health and safety regulations: The Supplier shall comply with all the provisions of the regulations on Health and Safety at Work with respect to personnel employed, directly or indirectly, in the execution of the Contract and shall assume all the responsibilities for non-compliance with their employment obligations, work accidents and non-compliance with Company Laws. The Supplier also undertakes to notify LAULAGUN of any serious accident involving its employees or subcontracted personnel.

13.8. Safe working conditions: The Supplier shall ensure a safe and healthy working environment and shall take effective measures to prevent potential accidents and injuries to the health of workers arising from or associated with the work or arising during the work, minimising, to the extent that is reasonable, the causes of hazards inherent in the working environment, and taking into account the existing knowledge of the industry and of any specific hazards.

13.9. Environmental regulatory compliance: The Supplier shall comply with all current environmental regulations regarding the generation and management of waste, spills, atmospheric emissions, noise and the prevention of soil contamination. It is also responsible for complying with all regulations on the use and storage of chemical products in the work areas throughout the execution of the Contract and shall assume all responsibilities for non-compliance with its obligations regarding the environment. LAULAGUN may request copies from the Supplier of all those documents that prove the correct management of the waste generated (contracts with managers, authorisations and delivery records, etc.). The Supplier shall be responsible for promptly informing all its workers of the environmental obligations that, by legal requirement or at the express request of LAULAGUN, are acquired under the Contract.

13.10. Corruption and bribery: The Supplier shall not tolerate, permit or engage in any form of corruption, extortion or bribery in the conduct of its business. It shall ensure that the highest standards of integrity are maintained in all business interactions by adopting a zero tolerance policy to prohibit any form of bribery, corruption, extortion and embezzlement (including the promise, offer, granting or acceptance of any bribe). The Supplier shall prevent any fraudulent



activity on the part of its representatives in connection with the receipt of any sums of money from LAULAGUN or the companies in its group.

13.11. LAULAGUN reserves the right to request information and/or to carry out any inspections it deems appropriate in order to guarantee the Supplier's compliance with the Supplier Code of Conduct, without this practice exonerating the Supplier from its exclusive responsibility. In the event of non-compliance on the part of the Supplier, LAULAGUN shall take the measures it deems appropriate, including the suspension and/or termination of the contract.

13.12. The Supplier shall be liable and shall indemnify LAULAGUN against any claim or any compensation that LAULAGUN may be required to pay due to the causes set forth in this article.

#### **14. GUARANTEES**

14.1. A guarantee period of two years is established for the goods and services supplied, except in those cases in which a longer period is established by law or in the Particular Conditions, which shall commence from the date of effective acceptance.

14.2 If, within the guarantee period, any defect becomes apparent which is the responsibility of the Supplier, LAULAGUN may choose between:

- (i) demand the total or partial termination of the Contract;
- (ii) request that the Supplier repair or replace the defective Product, in which case LAULAGUN shall be entitled to withhold any outstanding payment to the Supplier until the defect has been completely rectified. If the Supplier fails to remedy the defect with the required urgency, LAULAGUN may, on its own or through a third party, carry out the repair or replacement of the defective Product, and shall be entitled to reimbursement by the Supplier of all costs and expenses incurred; or
- (iii) request the Supplier to perform the defective Service again. All of the above, without prejudice to LAULAGUN's right to claim compensation for losses, expenses and damages suffered and for any other action that may be appropriate.

14.3. The Supplier also guarantees that the products, goods, services and equipment are duly approved and comply with all applicable regulations in force and, in particular, with all regulations relating to safety and the environment. Accordingly, the Supplier undertakes to indemnify, defend and hold LAULAGUN harmless against any action, claim, expense, liability, sanction, loss, cost or damages, including legal fees that LAULAGUN may incur in relation to the products, goods and/or equipment supplied.

14.4. The Supplier assumes full responsibility for the loss or damage to any property belonging to LAULAGUN which is temporarily in its possession.

## **15. INSURANCE**

15.1. The Supplier shall indemnify LAULAGUN or third parties against all damages, whether physical or material, caused as a consequence of the execution of the Order or, as the case may be, repair or replace the damaged goods, provided that the nature and purpose of the goods so permit.

15.2. To this end, and independently of all the mandatory insurance required by the legislation in force for the correct exercise of the Order, the Supplier shall be obliged to establish a Civil Liability Insurance Policy that covers any possible contingencies that may arise against third parties, including LAULAGUN itself.

15.3. The minimum amount of the aforementioned Civil Liability insurance may be established in the Particular Conditions or in the Order itself, taking into account the purpose and characteristics of the same, as well as requiring the Supplier to take out insurance in addition to those mentioned when necessary.

15.4. If required, the Supplier shall inform LAULAGUN of the insurance cover appropriate for the business risk conducted with LAULAGUN.

## **16. CONFIDENTIALITY**

16.1. Any technical, economic or commercial information relating to LAULAGUN, its customers or its products that the Supplier may become aware of as a result of fulfilling the Contract, including the terms thereof, shall be considered confidential information. The Supplier undertakes not to disclose such confidential information to third parties and not to use it, directly or indirectly, for purposes other than those provided for in the Contract.

16.2. The transmission of confidential information by the Supplier to its employees shall only be made when strictly necessary for the purposes of the Contract, guaranteeing in all cases the fulfilment by these employees of their obligation of confidentiality stated in the previous paragraph.

16.3. At the end of the Contract, at the written request of LAULAGUN, the Supplier shall surrender all the documentation generated, and the Supplier may not keep either a partial or full copy of said documentation.

16.4. This clause shall remain in force for five years after the expiry or termination of the Contract.

## **17. INTELLECTUAL AND INDUSTRIAL PROPERTY**

17.1. All and any technologies, processes, methods, formulas, designs, specifications, patents, trademarks, service marks, copyrights, design rights, inventions, industrial secrets, know-how, information involving intellectual and industrial property and any confidential information (including, but not limited to, any improvements or alterations and works derived therefrom) (hereinafter, "Intellectual and Industrial Property"), whether they have been provided by

LAULAGUN to the Supplier to enable the latter to fulfil the agreed Order, or whether they have been developed by the Supplier itself during the execution of the Contract, shall at all times maintain their status of confidential information and shall be the exclusive property of LAULAGUN.

17.2. In this connection, the Supplier expressly acknowledges and accepts that it will not use the Intellectual and Industrial Property or any other confidential information received and/or developed in connection with the execution of the Contract for, in general, any purpose except for the strict fulfilment thereof. In particular, the Supplier expressly acknowledges and accepts that it will not use the Intellectual and Industrial Property to provide any third party with goods and/or services without prior written authorisation from LAULAGUN, and that, in such circumstances, such unlawful use will imply behaviour that is in direct contravention of the requirements of good commercial faith, undue exploitation of the efforts of others, and a flagrant violation of industrial/business secrets, as established in articles 11.1, 11.2 and 13 of Law 3/91, on Unfair Competition, all without prejudice to any other actions that LAULAGUN may take under the law.

17.3. The Supplier shall hold LAULAGUN harmless against any claim or action arising as a result of

- i) infringement of industrial and/or intellectual property rights of a third party caused by the Products or their manufacturing process.
- ii) material, personal and/or financial loss claimed by any person as a result of the acts and/or omissions of the Supplier, its representatives or employees. **CESSION AND/OR SUBCONTRACTING**

17.4. The Supplier may not cede, transfer, substitute, subcontract or subrogate the rights and obligations (and in particular, the rights derived from invoicing LAULAGUN) assumed in the Contract, without the express written consent of LAULAGUN. The Supplier's responsibility in relation to the purpose of the Contract shall be the same, whether carried out by the Supplier itself or by an authorised subcontractor.

## **18. CANCELLATION OF THE ORDER**

18.1. The contract shall terminate due to its expiry or its early termination. LAULAGUN shall have the power to terminate the contract prematurely in the following cases:

- ✓ Failure on the part of the Supplier to comply with the Current Legislation and, in particular, with employment, company or tax obligations relating to personnel assigned to the execution of the Order.
- ✓ Failure to comply with the present General Conditions or with the other documents that form part of the Order, considering such failure to be an unjustified delay in the execution of the supply or service that is contemplated in the Order.
- ✓ The dissolution of the legal status of the Company or the sale or transfer of the Company or its transformation into another legal entity.
- ✓ The cession of the contract, in whole or in part, without express prior written authorisation.

- ✓ The occurrence of any legal situation that limits the full capacity of the other party to administer or dispose of its assets and that negatively affects the fulfilment of the obligations contemplated in the Contract (among others, application for necessary or voluntary insolvency, suspension of payments, voluntary bankruptcy or liquidation, its admittance for processing by judicial ruling, or any other insolvency process of the said companies or in the case of a general cession of the debtor's assets in favour of its creditors).
- ✓ Mutual agreement between the parties.

18.2. In addition, LAULAGUN may cancel all or part of the Contract, without incurring any expenses, by notifying the Supplier in writing, in any of the following cases: (i) when, in LAULAGUN's opinion, delays in the manufacturing, assembly or execution processes could compromise the agreed delivery times or the quality levels required by the Contract would not be reached; or (ii) when a "Change of Control" of the Supplier occurs. For the purposes of this section, "Change of Control" refers to the situation in which any person or group of persons (acting, in the latter case, in a concerted manner) takes control of the Supplier in such a way that, in LAULAGUN's reasonable opinion, its interests may be adversely affected. In this regard, the aforementioned takeover shall be deemed to have taken place when, following the direct or indirect acquisition of the Supplier's shares, any of the requirements established in article 4 of Law 24/1988 on the Securities Market for considering that the Supplier belongs to the same group as the purchaser or purchasers of its shares are met.

18.3. In the event of early termination, LAULAGUN may claim the goods without any condition other than the payment corresponding to the work actually carried out up to the date, following which the Supplier shall deliver the goods immediately.

## **19. INVALIDITY**

19.1. When any of the clauses of the Contract or of these Conditions of Purchase is declared illegal, null and void or unenforceable, either in whole or in part, such illegality, nullity or unenforceability shall not extend to the rest of the clauses, which shall remain in force.

19.2. The parties agree to replace any clause that becomes illegal, null and void or unenforceable by a valid clause with the most similar legal effect.

## **20. FORCE MAJEURE**

20.1. Force majeure is considered to be any unforeseen event or one which, being foreseeable, cannot be avoided and which makes it extraordinarily difficult or impossible for either party to fulfil its obligations.

20.2. In this regard, strikes, stoppages and industrial disputes which only affect employees or personnel of the Supplier, a lack of means of transport or materials, delays by subcontractors,

or circumstances which are not communicated to LAULAGUN within five days of the occurrence of the causes which have given rise to such circumstances, with an explanation of the same and of their expected duration, as well as the alternative measures adopted or adoptable to solve or minimise as far as possible the inconveniences which may arise due to such circumstances, shall not be considered force majeure.

20.3. When an event of force majeure occurs, the compliance period shall be extended in a manner equivalent to the number of days during which the force majeure has lasted. If the event that the force majeure lasts for more than 120 days or if, given the circumstances, it is obvious that it will last for 120 days, the unaffected party may terminate the contract by giving notice to the other party.

20.4. Neither party shall be held liable for breach of its contractual obligations when the performance of such obligations is delayed or rendered impossible as a result of force majeure as defined in article 1.105 of the Spanish Civil Code, which shall be communicated to the other party in a maximum of 48 hours.

20.5. The stipulated delivery times will be extended by a period equivalent to the time lost due to force majeure. In the event that a force majeure persists after the delivery deadlines have been delayed for this reason by more than 90 days, LAULAGUN shall inform the Supplier of the continuity or end of the contract.

## **21. LEGISLATION AND JURISDICTION**

21.1. The Contract and all dealings between the parties in connection with the supply that is the subject matter of the Contract shall be governed by and construed in accordance with Spanish law.

21.2. The parties agree that any dispute, discrepancy, query or claim resulting from the interpretation or execution of the Order or of these General Conditions shall be submitted, waiving any other jurisdiction, to the Courts of San Sebastian, Guipuzcoa, Spain.

## **22. DATA PROTECTION**

22.1 The Supplier and LAULAGUN undertake to comply with all applicable regulations regarding the protection of personal data, both the data of the other Party and that of third parties that may come into the possession of either of them in the performance of this contract.

In this respect, the applicable regulations must be followed in accordance with the Law under which the contract is governed, as well as those applicable to both the Supplier and LAULAGUN due to their nationality.

22.2 In accordance with Law 34/2002 dated 11 July, on Information and E-Commerce Company services and in accordance with the provisions of Regulation EU 2016/679, of the European Parliament and of the Council, dated 27 April 2016, on the protection of individuals with regard to the processing of personal data and the free movement of such data, we inform you



that the personal data provided may be incorporated into the files of LAULAGUN BEARINGS, S.L., which is responsible for the treatment of data, in order to manage the relationship that exists and which is regulated in this Contract.

By accepting this Contract, you consent to the processing of your data in order that the obligations described in this Contract may be carried out. In addition, you are informed that you have the right to exercise the rights of access, rectification, deletion, limitation or portability under the terms established by Regulation EU 2016/679. To exercise these rights or for any type of enquiry, you can contact us via e-mail at [lopd@laulagun.com](mailto:lopd@laulagun.com) or by telephone on +34943805077