



1. SCOPE OF APPLICATION

These Terms and Conditions apply to each and every purchase order for products, goods or services. These Terms and Conditions will be part of the calls for bids and purchase order confirmations created by Turco Española, S.A. (hereinafter TURCO or the Purchaser). These calls for bids and/or order confirmations will include a reference to the Web page containing the Terms and Conditions, and a copy will also be sent to those who do not have access to this page and who request a copy.

The Order and these Terms and Conditions are considered to be fully accepted when the Supplier does not expressly declare otherwise in writing within a period no longer than one week from the Order's issue date, or when the Supplier begins to comply with the Order processed by TURCO. These Terms and Conditions will apply provided that the order's particular conditions do not establish any other criteria, in which case the latter will take priority. In any case, and even if the Supplier has their own terms and conditions of sale, the act of establishing a purchase order (hereinafter the "PO") with TURCO implies full acceptance by the Supplier of these Terms and Conditions, before their own sales terms, even if the Supplier has informed TURCO of their sales terms.

Any exception to any of these Terms and Conditions on the part of the Supplier will only be valid if this has been previously formulated in writing, and is accepted in the same way by TURCO. Exceptions to these Terms and Conditions will only be applicable to a contract or specific order, and the Supplier will not be able to extend these to other past or future Orders or Contracts.

2. OFFERS AND ORDERS

Offers will be made in writing, unless agreed upon otherwise, with no charge and with no obligation for the Buyer.

Each and every purchase order (referred to hereinafter as "PCE") should be confirmed in writing by the Supplier indicating the Buyer's PCE number, and each PCE may contain more than one order provided the delivery date estimated by TURCO coincides. Acceptance of the order will extend to all the attached documents. The Buyer's PCE number (as well as its date and, where applicable, article code) will be stated on all correspondence, invoices and transport documents. The PCE may be withdrawn and lose its validity provided the Supplier has not accepted it. The Supplier's acceptance will come into effect from the times TURCO becomes aware of it within the timeframe established in the PCE.

3. MANAGEMENT SYSTEM REQUIREMENTS

The Supplier will have implemented a quality system based on the latest version of standard EN/AS9100 and/or ISO 9001 or any applicable standard replacing them; in the event the Supplier has no such system, an audit will be carried out at the Supplier's facilities or a self-evaluation will be requested.

In the case of Suppliers that are not required to comply, where applicable, with the regulatory provisions provided for in standard ISO 14001 or ISO 45001, TURCO will be authorised to carry out or request the execution of evaluation processes (audits and/or self-evaluations) aimed at numerically assessing the Supplier's level of management. The results of these activities may give rise to improvement plans for preventive and environmental management, to be complied with by the Supplier.

Once the Supplier has been approved by TURCO, the firm's performance in the areas of quality and the environment will be periodically evaluated with respect to the products and services provided and any incidents that have occurred.

When applicable, the Supplier will have the necessary measures for the implementation and identification, at its organisation, of means to guarantee authentication and traceability in the verification of production processes, production documentation and tools, and must demonstrate evidence of the requirements and measures adopted by its employees and its supply chain to meet said monitoring and measurement requirements throughout the verification process. The types of identification media for acceptance and correct verification include physical media (stamps, handwritten signatures, among others) and electronic media (passwords, electronic signatures, biometric data, among others). Moreover, the Supplier will be required to keep the documented information that accredits and allows for said traceability.

The Supplier will be required to notify TURCO of any fault or incident detected in a verification and authentication process, both with respect to products delivered at the time or previously and those occurring in accordance with an ECP in force.

4. COUNTERFEIT PARTS

The Supplier will ensure that it has the adequate means to prevent the supply of counterfeit or suspected counterfeit products/documents and that it has applied the adequate requisites to ensure traceability of the products and their ingredients.

5. CONFORMITY/ETHICS

The Supplier will ensure that its staff are aware of the compliance and safety requisites of the products they are responsible for and will maintain ethical conduct with regard to transparently communicating information that may affect compliance and safety. Ethical conduct includes following the Ethical Code drawn up by TURCO and published on www.turco-spain.com, the version in force at all times being the applicable version.

The Supplier will comply with the provisions found in Regulation (EU) 2017/821 of the European Parliament and of the Council laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas, and Section 1502 of the Dodd-Frank Act. The Supplier will ensure that their suppliers and/or providers comply with these terms.

6. DOCUMENT RETENTION PERIOD

For at least ten years from product dispatch, the Supplier will keep trial and inspection documents, as well as the monitoring data that covers the final product in each order, archived. These documents can be obtained following written request, within a time period of 48 hours. Once the retention period is over, the documentation may be destroyed unless the need to extend the retention period is notified in writing.

The supplier should keep a sample of the supplied product during its shelf life plus 6 months

12.7 Compensation due to delay in delivery

In the event of the Supplier failing to comply with the delivery dates, both partial and final, they will be obliged to pay a penalty of 0.5% of the total contracted amount/order value for each complete week of delay, up to a maximum of 10%.

13. CONDITIONS OF BILLING AND PAYMENT

13.1. Billing

The date of an invoice may not be prior to the date on which it is issued in accordance with the Order Documents.

Orders may not be invoiced, for any reason, at prices higher than those specified therein, without prior notification and written acceptance on our part.

An invoice may refer to more than one order processed by our company, when the delivery dates coincide, and must be sent in DUPLICATE copies, indicating the respective delivery note numbers:

- means of transport used / our order number /our reference number and the name of the merchandise / stipulated payment method and exact due date.

Invoices may only be issued for items received in accordance with the delivery times and delivery conditions described in Section 3 above.

13.2. Payment

The invoice will be due from the date of the invoice itself, which in no event may be prior to receipt of the materials in our Warehouses. In no event shall payments whose reporting date has not stayed within the date indicated on the order be attended to.

14. FISCAL OBLIGATIONS

In matters involving national materials and/or equipment, TURCO, S.A. will be solely liable for the VAT or any other tax that may be established in the future to replace this.

In matters involving foreign materials and/or equipment, taxes will be met as follows:

- The foreign Supplier will be liable for all taxes, fees and duties from countries where the goods originated and from those through which the goods travelled to their delivery destination, in addition to the taxes that in Spain may levy the benefits obtained by the corresponding sale.
- TURCO, S.A. will be liable for the Customs duties, VAT and other official Customs dispatch costs for the goods that they import. The parties are mutually obliged to comply with all of the requisites and procedures and to provide all of the documentation that may be necessary for correctly settling the taxes and paying the corresponding invoices.

15. GROUNDS FOR TERMINATION

The parties may cancel any PO, provided that the situation involves one of the following circumstances:

- Mutual agreement between the parties.
- Non-compliance with one of the present conditions.
- Delay or partial delivery of one of the POs.
- Defective delivery of the goods to that party that had not been replaced.

16. ADDRESS FOR SENDING DOCUMENTATION

C/O TURCO ESPAÑOLA, S.A., and addressed to our offices at Feixa Llarga, 19 (Zona Franca-Sector F) - 08040 Barcelona (Spain).

17. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are regulated by the applicable Spanish Laws.

The parties will be able to amicably solve all issues that may arise from the interpretation of or compliance with this contract. In the event that an issue cannot be resolved in this manner, the parties shall subject themselves to the jurisdiction of the appropriate Courts of Law of Barcelona, expressly renouncing any other regional code of laws that may correspond to them.

18. CONFIDENTIALITY

The Supplier shall keep confidential all information, documentation or knowledge that it receives, directly or indirectly from TURCO, during negotiations or as a result of a business relationship, regardless of the format it was delivered in and its form, whether written or verbal, and that may be identified as confidential whether expressly or in good faith. This information cannot be copied, disclosed to third parties or directly or indirectly used for purposes other than those defined in the PO. In particular, all documents, designs, calculations, samples and similar information will be treated as confidential and returned to TURCO upon the latter's request and, if applicable, at the end of their business relationship. The Supplier will be obliged to keep secret and confidential all information on its business relationship with TURCO, its business conditions, products, data and reports that it provides, unless there is an imperative policy that authorises this. The Supplier shall limit access to this information and will impose confidentiality and secrecy obligations on its employees, agents, suppliers and subcontractors. This obligation will remain indefinitely. The Supplier will take responsibility for the harm and damages caused by non-compliance on their part or by those who depend on them with regard to the confidentiality obligation.

19. DATA PROTECTION

We hereby inform you that the personal data incorporated into this document are to be included in databases owned by TURCO.

You may exercise your rights to access, erasure, rectification, to object, portability and limitation at any time by writing in and sending your details to: Carrer de la Feixa Llarga, 19, Sector F, Zona Franca, 08040 de Barcelona (Spain).



7. CHANGES

The Supplier must notify in writing, and obtain authorisation for, changes to its processes, products or services, including changes to their external suppliers that may affect the requested product. This includes, but is not limited to, manufacturing, analysis methods, production location or introducing new subcontractors.

8. ACCESS RIGHTS

TURCO staff, its clients, regulatory authorities or any other appointed person will have free access to the Supplier's facilities or applicable areas, as well as its cooperation chain and any other applicable documented information from all levels of its supply chain, in order to review the chain or any other practice that our Quality Department deems necessary at any stage of the production process. In no event shall the Supplier be from liability for the manufactured Product. The access request will be advised beforehand in writing.

9. REACH/CLP/TRANSPORT

The goods provided must comply with the requirements of the REACH Regulation (EC) No. 1907/2006. The Supplier agrees to provide the information necessary to ensure appropriate use of the provided materials, in particular with regard to REACH Articles 31 and 33. An updated version of the Safety Data Sheet (SDS) in accordance with REACH must be provided before receiving the goods, when it has been updated, or when requested. The SDS must be written in Spanish.

The complete and correct provision of information must be a prior requisite for the correct delivery of goods. In the event of failure to comply with this obligation, the delivered goods will be considered faulty and an incident report will be opened that will impede acceptance of the goods.

The Supplier must comply with all of the requisites of Regulation (EC) No. 1272/2008 (CLP Regulation).

The Supplier shall guarantee compliance with the legislation in force with respect to labelling, packaging and transport of the goods.

10. PRODUCT COMPLIANCE

All goods must meet the requested specification, prior to approval from our Laboratory Department, who shall reject those of inadequate quality or of any nature that may be revealed as such, the Supplier being held liable for all expenses incurred. In the event of any absence of documents, anomaly or deviation, an incident report will be made.

The Supplier will be responsible for all damages and defects during production or within its facilities that occur as a result of a lack of quality in the products provided based on their specification and use.

The goods must come accompanied by their corresponding Analysis Certificate. Any deviation found must be checked and authorisation must be requested prior to dispatching to TURCO.

All packaging must be identified in a way that ensures traceability.

11. SUBCONTRACTING

The Supplier will be authorised to subcontract the provisions subject to prior communication and, if applicable, TURCO's approval of a detailed Control Plan in the event that this activity is carried out away from the Supplier's facilities. In addition, the Supplier agrees to extend these requisites to cover all of its supply chain, including the suppliers appointed by TURCO and including sources of supply for the various processes (for example, Special Processes).

12. DELIVERY

12.1 Delivery periods

The binding delivery period will start from the date of the PO. In the event of a possible delay, the Supplier will send a written confirmation of this with sufficient notice, in which they will duly establish the reasons for and expected duration of the delay and the Purchaser will then grant the Supplier a reasonable time frame.

12.2 Form of delivery

Merchandise must be delivered duly labelled with its corresponding weight, together with the respective delivery note specifying the following information:

- order number / our reference number and name of the merchandise / quantity dispatched / means of transport / manufacturing batch number

The transportation will be the responsibility of the Supplier, as well as any breakdowns or risks that might occur until the material has been delivered to our warehouses.

Each delivery note may include (i) the merchandise covered by a single order; or (ii) the merchandise covered by several orders as long as the delivery date estimated by TURCO coincides.

12.3 Reception of merchandise

Our Warehouses are open for the reception of merchandise from Monday to Friday, 7:30 a.m. to 2 p.m.

12.4 Packaging, transport and delivery conditions

The goods must be adequately packaged so as to avoid possible damage caused by transport, handling and storage.

The Supplier will be liable to the Purchaser for the labelling/legal notices required in the order confirmations and in all transport documents, in addition to the obligatory entries. For this reason, the Supplier will provide TURCO with documentation that confirms their compliance with the provisions contained in these terms and conditions.

The delivery conditions will be subject to the DDP (Delivered Duty Paid) Incoterm rules.

12.5 Transfer of property

Upon delivery of the goods, ownership will be transferred to TURCO. The Supplier must deliver the goods free from any third-party rights or claims.

12.6 Incomplete delivery

If the goods do not conform to the Order, the Purchaser may proportionately lower the price in accordance with the goods that have been effectively delivered. This reduction cannot be applied if the Supplier is compensating for any non-compliance

20. LEGAL REQUIREMENTS

The Supplier will guarantee that the goods/services supplied comply with the current legislation in force in the European Union and Spain. The applicable legal requirements must be implemented throughout the supplier's entire supply chain, the members of which are also required to comply therewith.