

## General Sales Conditions:

The following General Sales Conditions (GSC) apply to DOGA GROUP which includes the following member companies: \_\_\_\_\_

### 1. Services Provided:

- A) The products/services will be supplied according to what is established in the corresponding offer.
- B) When the offer is accepted, the client must send to the DOGA GROUP member company who issued the offer, hereafter to be called the member company, an order with the order number included on it if the client works in such a way, and making reference on it of the offer number and the points which are accepted. Those points in which it is indicated in the offer that they are only valid if made on a joint order, cannot be accepted separately. If specific points are not indicated on the order by mistake it will be understood the whole offer is accepted.

### 2. Orders:

- A) The contractual relationship starts from the moment the client signs the first order, although all orders are subject to acceptance by the member company.
- B) Confirmation of an order having been received will be made within 10 working days from receipt of the order. Claims cannot be made against orders that have not yet been confirmed.
- C) The dates and delivery periods indicated in the offer are for guidance only. The real delivery periods will depend on the supply periods, manufacturing and receipt of the order and will be confirmed on receipt.
- D) DOGA GROUP reserves the right to unilaterally cancel any manufacturing compromise and/or delivery if a situation of insolvency arises or similarly a lack business risk cover with regard to the client or its subcontractors.

### 3. Prices & Invoices:

- A) Applicable taxes are not included in the offer, but they will be included in the corresponding invoice.
- B) If a service is contracted on a regular basis, the member company is authorized to change the applicable prices for the following period.
- C) Advance payments made by the client will be accepted up to 6 months before the service has been provided. It is understood there will be no variation in price during this period except as indicated in point 3- J. If an order is cancelled, the corresponding part for the period in which supply may not have been affected will be returned to the client, with the exception of 15% of the period paid in advance to cover administrative and planning

costs, and 100% of costs for the provision of materials (including moulds if there were any).

D) Acceptance of the offer implies payment of the products or services under the specific conditions indicated in it, without these payments being affected by applications for financial assistance or other benefits of any sort whatsoever.

E) DOGA GROUP reserves the right to revise the prices offered if an increase in costs occurs greater than 5%.

F) Prices offered are non-transferable and only valid for the company and location included in the offer. If the deliveries are made to another company (a subcontractor or subsidiary or another location of the same company), the offered prices can be changed.

G) Prices offered are valid for the quantities indicated in the offer. DOGA GROUP reserves the right to change the prices if any new quantities become known or, if no information about quantities is available, to reject the order.

H) DOGA GROUP does not accept discounts for prompt payment except if specifically stated in the contract.

I) DOGA GROUP will automatically block any deliveries and new orders being made if delays to payments occur.

J) Quoted prices are set in the currency of the country where the production site is located; if the prices are given in a different currency, they will be established based on the currency exchange rate on the day of the quotation; if this exchange rate varies over time by more than 5%, prices could be revised.

K) Invoices shall be payable within 30 days from their expedition date.

L) If the client fails to pay by the due date, the member company shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage points above the rate of the main refinancing facility of the European Central Bank.

## 4. Claims/Refunds:

A) DOGA GROUP does not accept any claims for losses caused to its clients, or their client's clients, derived from the failure to comply with delivery dates or problems with quality except if this has been specifically agreed.

B) Claims made against quality will be managed in agreement with DOGA GROUP's quality procedures.

C) Refunds or requests for payment will not be accepted without a positive resolution being agreed by the persons responsible for product quality.

D) A product is considered as approved if it is accompanied by a Sample Acceptance Sheet that has been duly filled out by the client, or, if this is not the case, the client sends a formal purchase order (not a prototype).

E) DOGA GROUP will not accept charges for the client's production line stops.

F) DOGA GROUP does not accept product quality claims made for deliveries more than 60 days after the date of receipt by the client.

G) DOGA GROUP will not accept any returns without a mandatory RMA (Return Material Authorization) issued by the persons responsible for the quality of the relevant product.

H) DOGA GROUP will not make any payments or material replacements until an analysis has been made of the defective/faulty products and it is established the root cause of the issue is DOGA GROUP's responsibility.

I) When a product can be repaired by the client, DOGA GROUP may accept the costs of the repair if so requested by the client provided the client duly informs DOGA GROUP

about the applicable labour cost and the number of hours required to carry out the repair.

J) If carrying out of the repair is refused, DOGA GROUP may send its own staff to the client's factory to do the repair, but will not assume charges for any costs that have not been previously approved by DOGA GROUP.

K) If a product not authorized by DOGA GROUP requires reprocessing at the client's premises, DOGA GROUP will not accept responsibility for the costs associated with them except if the repair and its costs have been specifically authorized or there has been a refusal to present the goods at the client's premises in order to proceed with the reprocessing.

L) None of the companies within the group accept consequential losses (in other words charges derived from the client's reprocessing costs or from the client).

M) Complaints about design will not be accepted for products/projects that have not been validated by the client. The acceptance and validation of samples supposes product approval and the compromise to supply accordingly. Complaints about defects that were detected in the samples and accepted by the client in the validation procedure will not be accepted, except if a conditional acceptance has been made that is limited to a certain period or certain quantity of parts.

N) Claims for product civil liability are subject to acceptance by our insurance company and the responsibility of DOGA GROUP will be limited to whatever the insurer agrees to.

## 5. Cancellations:

A) The client may only cancel an order, provided he issues a written notification not later than 60 natural days before the supposed conclusion date of the order. In that case point C) of chapter 4 will apply.

B) The member company may only cancel an order provided he issues a written notification not later than 60 days before the order's execution date. This written notification will not be required if the customer fails to comply with its payment or any other obligation to the member company, which may stem from the original offer and/or its corresponding order.

## 6. Responsibility Limitations:

A) DOGA GROUP will not accept responsibility for failure to comply with or for delays in the fulfilling of obligations protected by this document due to circumstances of Force Majeure or beyond reasonable control.

B) It is only the client who can take action as a result of not complying with the fulfilment of contracted obligations protected by this document. DOGA GROUP will not be held responsible for any emerging damage or loss of profit, whatever the origin of them might be.

## 7. Responsibilities of the client:

A) The client will supply the member company with all the necessary information and documentation to carry out the contracted services or products.

B) The client promises not to contract any employees from the member company during the validity of this contract and up to 6 months after it has ended. Failure to comply with this point will mean the client will be obliged to compensate the member company with the equivalent of a year's salary the member company would have paid to the contracted worker at the moment the worker is contracted by the client.

## 8. Delivery. Passing of risk. Retention of ownership:

A) Any agreed term shall be construed in accordance with the INCOTERMS in force at the formation of the Contract. If no trade term has been specifically agreed, the delivery shall be Free Carrier (FCA) at the place named by the member company.

B) If, in the case of delivery Free Carrier, the member company, at the request of the client, undertakes to send the product to its destination, the risk will pass not later than when the product is handed over the first carrier.

C) The products shall remain the property of the member company until their price has been paid in full.

D) The client shall, at the request of the member company, assist him in taking any measures necessary to protect the member company's title to the product.

## 9. Miscellaneous:

A) If the client's general purchase conditions are not compatible with these conditions, the client has the right to cancel the order. Not cancelling the order implies acceptance of these general sales conditions.

B) Any condition different to this one must be agreed and included in an agreement or supply contract with the client. If no such supply contract exists, these conditions prevail.

C) None of the parties may transfer this offer without previous consent in writing from the other party.

D) All drawings and technical documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the contract, shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided, nor copied, reproduced, transmitted or communicated to a third party.

E) The parties will renounce any other jurisdiction that may correspond to them and subject themselves to the judges and courts of the city where the member company is registered for the solution of legal disputes that may arise from the interpretation or execution of the clauses in this document. This agreement will be governed by Spanish law.

## 10. Transport:

A) Transport costs for replacement and return of defective materials will be charged to DOGA GROUP (as long as they are managed by us and our suppliers).

B) When excess transportation costs occur due to production line stops, these will be charged to the client provided the delivery date was duly confirmed by DOGA GROUP.

## 11. Personal Data Protection:

A) In compliance with the Spanish Personal Data Protection Law (Constitutional Law 15/1999), we inform you that the personal data you have supplied to us will be incorporated into our electronic data files with the only purpose to make possible the management of our business relationship.

B) The client will be able to exercise his right to access, modify, and delete his personal data in possession of the member company as well as to object inclusion of his personal data in our files, applying for this at [\\_\\_\\_\\_@doga.es](mailto:____@doga.es).