

ANEXO B:



GENERAL STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Acknowledgment and Acceptance

The Supplier shall acknowledge receipt of the order and return its acceptance by email. This shall imply full acceptance of these General Conditions, as well as the "Quality Requirements for Suppliers." In any case, the execution of the order by the Supplier implies acceptance of the specific conditions set forth therein. Any modifications to such conditions must be previously approved in writing by SAINSEL.

2. Precedence of General Conditions

Unless otherwise stated in the specific conditions of an order, in case of conflict, these General Conditions shall prevail over any other terms stipulated in the Supplier's offer. The Supplier undertakes to deliver to SAINSEL all the materials described in the order, within the agreed deadlines and under the prices and conditions established.

3. Delivery Deadlines

Unless otherwise agreed, the Supplier shall send the goods to the address and within the deadlines specified in the order. If the goods are not delivered on time, SAINSEL shall be entitled to cancel the order by written notice to the Supplier. Furthermore, the Supplier shall bear all costs caused to SAINSEL or any third party due to such non-compliance.

4. Delivery Terms

Unless otherwise agreed, deliveries shall take place during SAINSEL's business hours at the location or depot indicated in the order. Any delivery will be rejected if not accompanied by a delivery note containing the Supplier's data, the order number and date, a detailed description of the packages and contents, and the gross or net weight. Failure to comply may result in a 5% deduction from the shipment price as management costs. Goods must be properly packaged and protected and include all required technical documentation.

5. Price

Unless otherwise stated, the price shall include goods delivered to the specified location, packaging, freight, tests (if required), financial expenses, and all applicable taxes. Any excluded item must be clearly itemized in the invoice. Prices are deemed final and non-revisable unless SAINSEL agrees otherwise. Price revisions will not be accepted for late deliveries unless the delay is attributable to SAINSEL.

6. Acceptance

Goods will not be deemed accepted until SAINSEL's Quality Control Department performs the required tests and verifies the delivery. If no objections are communicated to the Supplier within thirty (30) days of delivery, the goods shall be considered tacitly accepted.

7. Warranty

Acceptance implies a minimum one (1) year warranty by the Supplier against hidden defects, workmanship or design issues, or professional failures. The warranty period begins upon SAINSEL's Quality Control acceptance or after 30 days with no objections, as per Clause 6. The warranty also covers damages caused to SAINSEL or third parties, and the Supplier shall be liable for any resulting compensation.

8. Invoices

Invoices must be sent to: invoices@sainsel.es, referencing the order number, item quantity and description, delivery note reference, and detailed pricing. If sent by mail, two copies are required. For financial queries: administracionfinanciera@sainsel.es

9. Payments

Payments shall be made 60 days from the invoice date (or according to the legal period in force), via bank transfer or confirming. Unless otherwise stated, SAINSEL accepts invoice dates prior to delivery. Financial charges are not accepted. Assignment of credit rights to third parties is not allowed.

10. Returns

SAINSEL reserves the right to request full or partial replacement or reimbursement for goods not meeting order specifications, regardless of the warranty. The value of returned goods will be deducted proportionally from the invoice. Return costs shall be borne by the Supplier, who will also be liable for damages caused to SAINSEL or third parties.

11. Termination or Enforcement

In case of total or partial non-fulfillment of contractual obligations by the Supplier, SAINSEL may demand full performance and corresponding compensation for damages. In such cases, the Supplier shall return all advanced payments plus 3% of the total order amount. SAINSEL may also unilaterally cancel the contract by written notice, without additional cost, and will compensate for proven damages. Both parties may negotiate compensation terms.

12. Penalties

Unless otherwise stated, if the Supplier fails to deliver on time without justification, SAINSEL may apply a penalty of 0.5% per day of delay, up to 10% of the affected obligation's value. If the Supplier does not deliver within 30 days from the due date, SAINSEL may terminate the contract. Penalty amounts will be deducted from the order price.

13. Jurisdiction and Interpretation

Any dispute arising from the order or these General Conditions shall be submitted to the courts of Madrid. These Conditions shall be governed by Spanish law.

14. Quality Assurance Oversight

All requirements of this contract may be subject to Official Quality Assurance at the discretion of the National Quality Assurance Authority or its representative, who will notify the Supplier of the required activities.

15. Data Protection

The data will be processed by the other party for the purpose of enabling the development, fulfillment, and control of the contractual relationship, and will be retained for as long as this relationship remains in force and, even after its termination, until any potential legal liabilities derived from it have expired.

The legal basis for the data processing is the execution of the contract. No data will be disclosed, except to Courts and Tribunals, notaries in the case of notarization of the document, and to competent public authorities for control, registration, or inspection purposes. Both parties acknowledge their legitimate interest in sending each other commercial information about their respective products and/or services.

The parties undertake to inform the data subjects whose personal data has been provided of this information and to indicate that they may exercise their rights of access, rectification, objection, portability, restriction, and erasure by writing to the respective addresses stated at the top of this contract. You may request additional and detailed information regarding Data Protection at: dpd@sainasel.es.

16. Occupational Health and Environmental Compliance

The Supplier shall comply with all applicable occupational health and safety and environmental legislation. SAINSEL may request supporting evidence at any time.

17. Anti-Corruption Clause

The Supplier acknowledges applicable anti-corruption laws and SAINSEL's Code of Conduct (available at www.sainasel.eu), and agrees to comply and ensure compliance by its staff and collaborators. If any investigation related to corruption arises during the contract, the Supplier must inform SAINSEL. The Supplier shall be solely liable and indemnify SAINSEL for any breach of this clause.

18. Social Security and Tax Obligations

The Supplier confirms compliance with Social Security and Tax obligations and must provide certificates of compliance upon request. SAINSEL may unilaterally terminate the contract if the Supplier fails to provide or maintain valid certificates during the contract period.