

## GENERAL CONDITIONS OF PURCHASE

### I. GENERAL

1. - These General Conditions of Purchase [CGC in their Spanish initials] are in force and shall be effective as from 21<sup>ST</sup> May 2018 for the legal entities of the Exide Technologies group in Spain: Exide Technologies, S.L.U. and Exide Technologies Recycling, S.L.U. (hereinafter, EXIDE), being applicable to all orders placed from that date and shall be automatically renewed until new conditions are published. Whatsoever derogation of part or all of these CGC must be expressly approved by EXIDE and notified to the Supplier through the EXIDE Purchasing Department.

The signing of all types of agreement, contract and order as an EXIDE Supplier implies abidance by Supplier of these CGC or those that may be in force at any given time except in the case of an express agreement to the contrary which would have to be specifically agreed in writing specifying the particular conditions of the contract or order and which must be signed by both parties.

2. - These General Conditions may be complemented by Particular Conditions. Should there be a contradiction between the general and particular conditions, the latter shall prevail over the former.

3. - All changes to the particular conditions of a contract must be agreed in writing and signed by the legal representatives of both contracting parties as otherwise they shall not be valid.

4. - Under no circumstances shall Supplier's particular conditions of sale be accepted unless expressly accepted in writing, partially or in full, in the particular conditions of each contract. Consequently, the inclusion of Supplier's general conditions of sale in sales orders, order acceptance documents or any other similar document of Supplier shall in no way be accepted.

5. - All notifications that must or may arise in connection with the application of these CGC must be made in writing and through means which leave a record of the date, content and reception by the addressee.

### II. APPLICABLE LAW. JURISDICTION AND COMPETENCE

Under these CGC the contractual relations between EXIDE and the Customer shall be governed solely by Spanish Law; consequently, the parties expressly agree to submit all claims to the exclusive jurisdiction of the Courts and Tribunals of the city of Madrid with express waiver of any other jurisdiction which may correspond to them.

### III. SUPPLIER'S OBLIGATIONS

1. - The Supplier has the obligation of accepting or, when applicable, rejecting EXIDE purchase order within a term of one week from delivery thereof by EXIDE. In the event of no response from the Supplier, it shall be assumed that the purchase order has been accepted. In addition, it shall be assumed that the purchase order has been accepted whenever the goods or equipment have been delivered or the service has been rendered.

2. - In the case of the purchase of materials or equipment, the Supplier guarantees that the supplied products comply with the applicable EU Directives on Product Safety and, consequently, carry the CE marking confirming and demonstrating fulfilment of European legislation and the EC Declaration of Conformity.

3. - Should the particular conditions stipulate that the transport costs of the purchased goods to EXIDE installations shall be paid by EXIDE, and should the exact shipment mode not be specified, EXIDE approval will have to be provided. Should the Supplier breach this provision, the same will be responsible for the difference in cost between the transport used and the cheapest form of transport.

4. - The Supplier declares that it is in agreement with the EXIDE Purchase Operating System and undertakes to comply with each and every one of the requirements thereof in all its commercial transactions with EXIDE. The aforesaid document forms a comprehensive part of these CGC.

5. - The Supplier declares that it is in agreement with EXIDE Code of Ethics and Business Conduct, which can be found at the following web site: <https://www.exide.com/en/corporate-governance/code-ethics>

### IV. PRICES AND METHOD OF PAYMENT

1. - The price must be stipulated expressly in the purchase order. Except when agreed otherwise by the parties in writing, the Incoterm used for the commercial relationship between the parties shall be DDP (Delivered Duty Paid), with packing and all other additional costs included. The return of the packing material, when so required, shall be convened in writing in a separate agreement.

2. - Except when stipulated otherwise in writing and signed by both parties, all the prices specified in the purchase orders shall include all associated taxes except VAT.

3. - Supplier has the obligation of including the order number clearly on each and every one of the transport documents, delivery notes and invoices. Should Supplier fail to include this number on one of the documents, EXIDE may not be held responsible for possible delays in the payment process of the material and/or service.

4. - Except when agreed otherwise, EXIDE shall pay the price of the services in accordance with the conditions agreed at the moment of Supplier's registration as such.

5. - EXIDE has the right to withhold payments or enforce compensation in the amounts pending payment only in those cases in which Supplier infringes any of the agreed conditions (general and/or particular).

### V. DELIVERY TERMS OF EQUIPMENT, MATERIALS AND SERVICES

1. - The delivery terms of the equipment shall always be included in each purchase order.

2. - Should Supplier believe or consider that, for whatsoever reason, it is not going to be able to comply with the established terms, it shall immediately inform EXIDE in writing accordingly, without prejudice to any claims the latter may make pursuant to the agreements between the parties and the prevailing legislation. In the case of delays due to serious accidents at work, force majeure or similar events not attributable to Supplier, EXIDE, if it believes that the contractual relationship cannot continue in the previously agreed terms and conditions, shall have the right to terminate the contract.

3. - In the case of delivery delays, EXIDE shall have the right to demand payment of an amount as a penalty for this cause, which shall be 4% of the purchase order value for each week of delay (or, when applicable, the proportional part thereof), with a maximum penalty of 20% of the total contract price. In turn, EXIDE reserves the right to lodge whatsoever type of claim pursuant to the prevailing legislation.

### VI. INSPECTIONS AND POSSIBLE DEFECTS IN THE SUPPLY

1. - EXIDE shall review and inspect the supplied equipment or materials and, within a reasonable period of time, shall notify the Supplier, as and when applicable, of any defects in quantity and/or quality. Notification of the complaint or claim shall be deemed to have been made in due time if made within the 20 working days following reception of the goods or, in the case of hidden defects, within 20 working days after the detection thereof.

Whenever a quality assurance agreement exists between EXIDE and the Supplier, the stipulations of such agreement on the inspection of defects or the obligation of submitting claims shall apply.

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Integrity



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Quality



Safety



Courage



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Success

2. - In the case of a physical defect, EXIDE, at its own discretion, shall be able to issue instructions to the Supplier for the fault's correction or to request delivery of the part of the materials, equipment or services that comply with what has been agreed. Supplier shall have the obligation of assuming all the necessary costs for correcting the fault or delivering the elements that comply with the specifications as quickly as possible. In addition, in the case of an emergency and should the Supplier be unable to solve the fault in the necessary time, EXIDE shall be able to choose to correct the fault using its own means and these costs shall be for the Supplier's account.

3. - The Supplier shall be responsible for all direct and indirect damages caused by a defect in the delivered goods except when the Supplier can demonstrate that it is not responsible for such defect.

#### **VII. INSURANCE**

To the extent that the Supplier is responsible for the defects in a product, it shall have the obligation of holding EXIDE harmless from whatsoever third-party claims for damages and losses when the cause of such claim is an operating problem in the equipment caused by defects in the supplied product. In this case, the Supplier shall be liable for such claim.

Due to the foregoing, the Supplier guarantees EXIDE that throughout the contractual relationship between the parties it shall keep in force a liability insurance covering persons and products for an amount of not less than 500,000 euros.

#### **VIII. CANCELLATION OF ORDER AND/OR CONTRACT**

EXIDE shall be able to cancel an order or the contract in the following cases, without this giving rise to whatsoever type of liability:

1. - Situation of manifest bankruptcy.
2. - If Supplier enters bankruptcy proceedings.
3. - Whenever Supplier infringes the agreed contractual conditions, whether general or particular, and fails to remedy the fault, always provided that such remedy is feasible, within a term of one week from notification by EXIDE. Including but not being limited to non-fulfilment of the quality, quantity and delivery requirements agreed for the equipment or service and the confidentiality obligation.
4. - Whenever there is a change in the controlling shareholders of Supplier's company.
5. - Express non-fulfilment of the EXIDE Group's Code of Ethics.
6. - Whenever there is a delay in excess of 5 weeks over the delivery date.

#### **IX. ASSIGNMENT OF CONTRACTUAL OBLIGATIONS**

1. - The Supplier may not in any way assign, encumber or transfer the Contract nor the rights and obligations emanating from it without the prior, express and written consent of EXIDE.
2. - EXIDE shall be able to assign to third parties the rights acquired by virtue of this contract always provided that this is not detrimental to the Supplier. In the event that, due to such assignment, the detriment is economically valued with the mutual consent of the parties, EXIDE may choose either to assign the contract paying the Supplier such amount or to continue with the contract in the same way as up to that moment.

#### **X. ASSIGNMENT OF CREDITS**

The assignment by the Supplier of credits to third parties in which the Supplier is the creditor of EXIDE is strictly forbidden, with the exception of all the assignments permitted by the prevailing legislation, except when EXIDE gives its written authorization for such assignment.

#### **XI. RETENTION OF TITLE OVER MATERIALS DELIVERED BY EXIDE TO SUPPLIER**

1. - Should EXIDE provide the Supplier with parts, raw materials or any other type of material, EXIDE maintains the right of title over such goods. In this case, the Supplier shall be responsible for carrying out the manufacturing process and transforming such goods into the end product.

In this case, if the delivered material forms part of the finished or semi-finished product, EXIDE shall have title over this product in proportion to the price of the material provided by EXIDE to the Supplier.

2. - Similarly, EXIDE reserves the right of title over the parts and tools made available to the Supplier. The latter has the obligation of using these parts and/or tools solely for the purpose previously agreed with EXIDE and to keep an insurance policy in force that guarantees the integrity of the aforesaid parts and tools. In turn and in this case, Supplier has the obligation of giving adequate and correct use to such parts and tools, performing regular inspections and repairing the parts that may have been damaged as a result of such use, with all costs for its sole account.

#### **XII. CONFIDENTIALITY**

1. - The Parties undertake to give confidential treatment to all the documents, data, materials and information provided by the one to the other and not to disclose them to third parties or to use them for any purpose other than that of compliance and development of the supply and the commercial relationship, except when the consent of the other party has been obtained in writing.

This obligation shall remain after the termination of business relations between the Parties.

2. - The maintenance of strict secrecy in connection with the models of materials, working method, machinery, calculations and all other information and documents that may be determinant provided by/to EXIDE is of particular interest, except when they are public knowledge.

Notwithstanding the above, EXIDE shall be able to facilitate the Supplier's name and the basic particulars of their commercial relationship as part of its trade references.

#### **XIII. INTELLECTUAL AND INDUSTRIAL PROPERTY**

At all times the Supplier guarantees to EXIDE that neither its product nor the manufacture thereof or any other processes associated with the manufacture or the service rendered, as applicable, infringe any intellectual and/or industrial property rights.

The Supplier expressly undertakes to hold EXIDE harmless and to accept all costs (including those of legal defiance) associated with whatsoever type of third-party claim for breach of intellectual or industrial property rights for the material, equipment or services supplied or rendered by the Supplier.

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#### **XIV. FORCE MAJEURE**

1. - All obligations of EXIDE shall be suspended in the case of non-execution of an obligation due to a cause of force majeure.
2. - Causes of force majeure shall be deemed to be those events that are reasonably beyond the control of EXIDE or the Supplier (floods, earthquakes, natural disasters, strikes or similar causes completely beyond the control of the Parties).
3. - Should the cause of force majeure continue uninterrupted beyond a period of 1 month, EXIDE shall have the right to early termination of the agreement reached with the Supplier, without the latter being able to claim whatsoever type of additional compensation for this reason.

#### **XV. DATA PROTECTION**

In accordance with the provisions of articles 6, 7, 9 and 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of personal data with respect to the treatment of the same, we inform you that your personal data will be subject to treatment by Exide, with the aim of managing the business relationship and billing that binds us.

The interested party consents to the communication of their personal data to our parent company EXIDE TECHNOLOGIES, based in Milton, Georgia, United States. Likewise, such data can be communicated in the same way to the rest of European companies of Exide Technologies where central services can be centralized with corporate character to carry out the purposes of this contract. Finally, the said data may be shared with the banking entities with which we work with the objective of processing payments and with the Public Administrations when the law so requires. The data will not be delivered or shared with any third party other than those expressed in this document and for any purpose other than that specified in this clause.

All personal data will be treated with professional secrecy, guaranteeing the strictest confidentiality and the application of security measures required by the current legislation.

In order to exercise your rights of access, rectification, cancellation, processing limitation, data portability, right to be forgotten and objection, you may exercise the same in writing by sending a letter to the attention of the GDPR country correspondent of EXIDE at the address: Carretera A-2, Km 41,800, Azuqueca de Henares, 19200, Guadalajara. You can access additional and more detailed information about data protection and how we manage our data on our website: <http://www.tudor.es/informacion-legal/>

#### **XVI. PARTIAL NULLITY AND PREVAILING VERSION OF THE CONTRACT**

1. - Should any of the clauses of these CGC be declared null and void, the remainder of the clauses shall remain in force.
2. - In the case of versions of these CGC in different languages, the version in Spanish shall prevail for all effects and purposes.

#### **XVII. ENVIRONMENTAL, HEALTH AND SAFETY**

The Supplier undertakes to comply with all national and international regulations regarding the environment, health and safety which may be applicable to them. Likewise, the Supplier shall hold Exide harmless if, due to a breach of these regulations, an injury or damage to Exide is caused.

#### **XVIII. COMPLIANCE**

All EXIDE providers will be required to ensure that their employees, agents, subcontractors and affiliates comply in all cases with all applicable bribery and anti-corruption laws, including, among others, the U.S. Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act,

In the same way, the Supplier declares and confirms to have all the official licenses and permits in force that are required by the applicable legislation to proceed with the sale of products to Exide.

#### **Our Values**



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### Appendix I. Purchase Operating System

#### 1) Authorization of suppliers/collaborators (as per EXIDE SUPPLIER MANAGEMENT GUIDELINES)

The EXIDE Purchasing Department purchases solely from authorized suppliers. Authorization is a validation process of the information on the supplier's organization and its primary products and services through which the conclusion is reached that it is capable of servicing the EXIDE Group. Prior to being able to work with any EXIDE company, it is essential for basic information to be submitted to the Purchasing Department. This information is what is required for suppliers' registration. Once the file has been completed, the data are sent to the EXIDE supplier database, as will be notified to suppliers by e-mail. The authorization process terminates once the first request for supply or service has been satisfactorily completed.

Once authorized, the supplier and its products/services will be subjected to ongoing assessments. Should a supplier commit a serious non-compliance, it may be de-authorized, ceasing to form part of the EXIDE supplier database.

#### 2) Ongoing assessment of suppliers (EXIDE PERFORMANCE MONITORING)

All products and services are subjected to ongoing assessments (quantitative and qualitative). The quantitative assessments always depend on the warehouse staff whilst the qualitative assessments are addressed to the specialized managers who request the product or service and the Purchasing Department staff. These assessments show up incidents, both slight and their frequency and serious in addition to those relating to products and services, delivery terms, etc. Similarly, other positive aspects, such as improvements over initial expectations are taken into account. Depending on the deviations detected in this SCORE CARD during the inspection or throughout the life or duration of the rendering of the service, the Purchasing Department establishes the pertinent corrective actions so that this situation is not repeated in the future. These actions may involve the supplier and may result in its immediate de-authorization. The result of this assessment is taken into account as another criterion in the award of the different quotations submitted by suppliers.

#### 3) Framework Agreement

EXIDE strategies include the establishment of framework agreements with suppliers in those cases in which the products or services to be purchased are recurring purchases. These agreements involve the prior negotiation of the conditions on the basis of which the purchases are to be made during a specific period.

#### 4) Public Tenders

**Tender publication:** Whenever EXIDE requires the supply of goods and/or services, it will first go to its authorized supplier database but without excluding the possibility of calling third parties to tender. In these cases, the Purchasing Department will send the specifications by e-mail, clearly indicating the company's name. Once the specifications have been received, quotations can be submitted within the term indicated therein.

**Delivery of quotations:** Tender quotations must be delivered within the term, in the indicated format and with all the information required in the contracting specifications.

**Award:** Continuing the communication strategy, all bidders will be informed by e-mail of the award results. Subsequently, the award will be formalized by means of a contract and/or order. In the case of supplies/services that require an order, the order number must be indicated in all the related documentation (delivery note, invoice, etc.). Under no circumstances will EXIDE be responsible for supplies made without a firm order confirmation having been received.

At the moment of the public tender award, a purchase undertaking is assumed with the successful bidder for a specific period; however, this undertaking does not imply any type of exclusivity with the successful bidder. During this period, no new public tenders will be necessary for covering the needs contemplated in the award. In some cases, due to the amount, importance or complexity of the award, a contract will need to be signed. In either case, the successful bidders must submit certificates confirming that they are up-to-date in their payments to the Treasury Department and Social Security. These documents will have a six-month validity.

#### 5) Requests for Quotation

Whenever a company requests the supply of goods and/or services and it is not necessary to call a public tender, it will first go to the authorized supplier database but without excluding the possibility of inviting third parties to tender. In these cases, the suppliers will receive the request for quotation by e-mail. This e-mail will give them access to a simple form to be completed with the details of the quotation to be submitted.

**Sending of quotations:** The form to be completed by suppliers with the details of their quotation has the following compulsory fields: Contact (person who prepares the quotation), Validity Period, Delivery Term, Currency (if not the euro), Payment Terms and Conditions (if not the general term of 90 days), Freight (if not the general rule of paid by suppliers), Price for each item or Total Price. In those cases in which the number of items/services quoted exceeds 5, the request for quotation archive will be in Excel format and must be completed and returned in the same format.

**Award:** The successful company will receive the firm order by fax or e-mail. Under no circumstances will EXIDE be responsible for supplies made without a firm order confirmation being received from the Purchasing Department.

#### 6) Delivery

Delivery will be made in the place and within the term indicated in the order or, as and when applicable, the contract. Freight will be for supplier's account and risk in whatsoever circumstance, including returns, with the exception of serious failures on the part of EXIDE, always provided that no particular conditions have been agreed. All packages must be accompanied by their corresponding delivery note. In addition, packaging must be appropriate for the type of article supplied. In the case of a delay over and above the agreed delivery date, the Purchasing Department must be notified.

#### 7) Compulsory Data to be included on DELIVERY NOTES

The goods delivered to any of the EXIDE companies must always be accompanied by the delivery note, which must be broken down into the different items comprising the delivery. The number of the order to which they correspond must also be identified and they must be sent to the address indicated on the order for their delivery.

Orders must not be placed in the name of the Purchasing Department's staff and must be delivered to the EXIDE warehouses (the address will be indicated in the order).

**Data to be included on the delivery notes:** Delivery Note No., Name, telephone, e-mail and contact person of the supplying company, Order No., EXIDE Address to which the order is addressed, Date on which the goods left the supplier's stores, List and description of the material, Number of packages, List of items in each package, Label identifying the package number and delivery note repeated in each one, and Quantity requested, sent and outstanding (when applicable).

#### 8) Data to be included on INVOICES:

**STANDARD:** Invoice No., Name and Tax Identification Code (CIF) of the supplying company, Standard Order No. or Work Flow, Supplier No., List and description of the material, indicating its net amount (without VAT), VAT rate to be applied, Amount including VAT, and EXIDE company to be invoiced.

**E-INVOICING:** As "Invoice guidelines for e-invoicing suppliers"

#### 9) Changes in the data provided or in the attached documentation for authorization

The supplier undertakes to keep updated all the information and documentation made available to the EXIDE Group so as to avoid problems in the handling of orders. In the case of detecting the existence of data or information that has not been sent in time or has not been disclosed, EXIDE reserves the right to eliminate the supplier in question from its database.

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