

# General Terms and Conditions of Purchase

22/12/2025

**SOCC<sup>®</sup>E**

## 1 OBJECT

**1.1.** These General Terms and Conditions of Purchase (hereinafter, the “Conditions”) set out the terms and conditions applicable to all purchase orders of materials (hereinafter, the “Orders”) issued by SYSTEM-ON-CHIP ENGINEERING SOCIEDAD LIMITADA, hereinafter “SOC-E”, with registered office at Calle Islas Canarias, 19, basement -1, and Tax ID (C.I.F.) B95609814, except where expressly agreed otherwise in the corresponding quotation or in the acceptance of the Order, which shall constitute the specific conditions thereof. Accordingly, any other conditions not expressly accepted by the Buyer shall have no effect, and in case of conflict between these Conditions and any general terms and conditions of sale applied by the Supplier, the provisions of this document shall prevail.

**1.2.** These Conditions shall be deemed communicated to the Supplier from the moment the Supplier is informed of the website where they are published or receives an Order from SOC-E accompanied by these Conditions.

**1.3.** SOC-E may modify these Conditions at any time by notifying the Supplier. Such modification shall be deemed accepted in the same manner as these Conditions.

## 2 ORDERS

**2.1.** SOC-E will send each Order to the Supplier by email. Orders will include the following documents: (i) the “Purchase Order” specifying the characteristics of each Order, and (ii) these Conditions. The Supplier must confirm acceptance of the Purchase Order within forty-eight (48) hours of receipt. Lack of explicit confirmation shall be deemed tacit acceptance.

**2.2.** SOC-E may cancel the Order provided that no more than seven (7) days have elapsed since its acceptance by the Supplier. Such cancellation shall not entail any penalty or indemnification obligation for SOC-E, and the Supplier shall have no claim under any concept.

**2.3.** SOC-E expressly reserves the right to introduce necessary changes to the Order. Such changes will be duly notified to the Supplier, who shall have three (3) days to reject them; after this period, the changes shall be deemed accepted.

## 3 DELIVERY TIME

**3.1.** Delivery shall be understood as making the Order available to SOC-E, DDP, in accordance with these Conditions.

**3.2.** SOC-E shall indicate the delivery address in the Purchase Order, as well as the maximum delivery time. The delivery period shall be calculated from the moment the Purchase Order is issued, provided that it has been accepted in accordance with clause 2 above.

**3.3.** The Supplier shall bear any additional costs for freight, transport, or other expenses arising from failure to comply with the delivery and shipping conditions specified in the Order.

**3.4.** In case of delay in delivery by the Supplier, unless due to Force Majeure, SOC-E shall have the right to cancel and terminate the Order without penalty or indemnification. SOC-E may also claim damages resulting from the delay.

**3.5.** The foregoing right shall extend to the actions of any supplier, carrier, or third party acting on behalf of the Supplier.

**3.6.** “Force Majeure” shall mean any cause beyond the reasonable control of the Supplier, excluding supplier strikes, transport or service failures, third-party supply failures, transport system failures, labor

disputes, or accidental workshop shutdowns due to breakdowns, among others, affecting the Supplier's activities.

## 4 DELIVERY NOTE

4.1. The Supplier must accompany each shipment with a Delivery Note indicating the Purchase Order number. If multiple Orders are shipped together, a separate Delivery Note must be provided for each Order.

4.2. SOC-E shall sign each Delivery Note, indicating the recipient within its organization.

## 5 INVOICE

The Supplier shall issue the corresponding invoice for the supplied goods with at least the following requirements:

- It may be sent electronically to [accounting@soc-e.com](mailto:accounting@soc-e.com), with a copy to the person responsible for the Purchase Order.
- It shall indicate the SOC-E Order number.
- It shall state the payment terms.
- The invoice date shall not precede the delivery date.
- Invoices must be sent within three (3) days of delivery.
- Total amounts shall be in Euros, rounded to two (2) decimals.
- Items shall be broken down by materials, equipment, and services supplied, including where applicable: (i) packaging, (ii) loading, (iii) transport, (iv) insurance, and (v) returns/replacements.
- All applicable taxes shall be itemized.

## 6 PAYMENTS

6.1. The Purchase Order will specify the maximum period for SOC-E to make payment, starting from receipt of goods/services, provided the Order has been delivered.

6.2. In case of dispute regarding quantity, quality, amounts, or invoices, SOC-E may withhold or defer partial or full payment until resolution. Late payment under these circumstances shall not entail interest or penalties.

6.3. No payment shall be made for materials, equipment, or services not previously quoted and accepted in writing by SOC-E.

## 7 ACCEPTANCE

7.1. All goods supplied by the Supplier shall be delivered with appropriate packaging and identification (clear and visible labeling including, at a minimum: supplier, date, purchase order, reference, quantity, revision, and batch/lot), as specified in the Purchase Order, and shall include the documentation and information referred to in clause 4 of these Conditions.

7.2. All supplied materials shall be subject to qualitative and quantitative inspection by SOC-E. SOC-E reserves the right to reject any supply that does not conform to the characteristics of the Order, even if the goods have already been invoiced and dispatched from the factory. SOC-E shall notify any non-conformity or defect within a maximum period of ten (10) days from receipt.

**7.3.** Rejected products shall be collected by the Supplier, at its own cost and risk, within a maximum period of ten (10) days from notification of rejection. If not collected, SOC-E may dispose of them and charge the corresponding costs to the Supplier.

**7.4.** SOC-E reserves the right to visit its suppliers in order to verify the manufacturing status of Orders and inspect materials at origin.

## **8 WARRANTY**

**8.1.** The warranty period for supplied equipment and products shall be at least two (2) years from receipt by SOC-E and/or from their use, whichever occurs later, without prejudice to any specific agreements extending such period.

**8.2.** The Supplier shall indemnify SOC-E for any damage and/or loss, including loss of profit, arising from defects in the supplied materials or goods, including damage to other products.

**8.3.** The Supplier is reminded that any conscious and deliberate act intended to falsify, conceal, or alter a material fact, or any false, fraudulent, or fictitious statement in relation to the execution of the Order, may be subject to sanctions under applicable laws and regulations.

**8.4.** The Supplier shall guarantee that all equipment and products are new and original and contain no used, refurbished, or counterfeit parts.

**8.5.** Given the critical nature of SOC-E's activities, the Supplier guarantees the supply of new, genuine, and unused goods, unless otherwise expressly agreed in writing.

## **9 QUALITY AND ENVIRONMENT**

**9.1.** The Supplier undertakes to ensure full satisfaction of SOC-E and its customers, complying with applicable quality requirements and agreed delivery and execution deadlines.

**9.2.** The Supplier shall carry out its activities responsibly with respect to the environment, implementing waste management systems, energy-saving measures, and environmental impact mitigation actions in accordance with applicable regulations.

**9.3.** The Supplier shall inform its personnel of the quality and environmental requirements set out herein and promote appropriate operational practices and training for continuous improvement.

**9.4.** SOC-E reserves the right to verify compliance with quality and environmental requirements through documentation requests or audits at the Supplier's facilities.

**9.5.** The Supplier undertakes to comply with all applicable environmental legislation.

**9.6.** The Supplier guarantees that all supplied materials and equipment comply with Regulation (EC) No 1907/2006 (REACH), as amended, and Directive 2011/65/EU (RoHS) on the restriction of hazardous substances in electrical and electronic equipment.

**9.7.** The Supplier shall immediately notify SOC-E in writing, within a maximum period of five (5) business days of any change in the composition of supplied materials or equipment involving substances included in the Candidate List of Substances of Very High Concern (SVHC) published by ECHA.

**9.8.** Failure to comply with the obligations set forth in this clause shall entitle SOC-E to reject the supply, terminate the Order, and claim damages.

## **10 OBSOLESCENCE**

**10.1.** The Supplier shall ensure that supplied components are not obsolete or in end-of-life (EOL) phase and shall specifically verify the status of all critical components prior to manufacturing.

**10.2.** The Supplier shall notify SOC-E of any change relating to product obsolescence.

**10.3.** Any substitution of design elements or components due to obsolescence or other causes (PCN) shall require the prior express written approval of SOC-E.

## **11 INDUSTRIAL AND INTELLECTUAL PROPERTY**

**11.1.** All industrial and/or intellectual property rights relating to the Order, including all associated information, technical documentation, drawings, software, etc., shall belong to SOC-E. The Supplier is expressly prohibited from using such materials for purposes other than fulfilling the Order, or from copying or assigning them to third parties without SOC-E's prior written consent.

## **12 RISK**

**12.1.** Unless expressly agreed otherwise, goods shall be delivered DDP in accordance with ICC Incoterms® 2020 at the destination specified in the Order. Risk of loss or damage, ownership, insurance, etc., shall be interpreted in accordance with the applicable Incoterm, unless otherwise stated in the Order.

## **13 CODE OF ETHICS AND CONDUCT**

**13.1.** The Supplier declares that it is aware of and agrees to comply with SOC-E's Code of Ethics and Conduct, which forms an integral part of these Conditions.

**13.2.** The Supplier shall use SOC-E's whistleblowing channel ([canal.etico@soc-e.com](mailto:canal.etico@soc-e.com)) to report irregularities related to the Order and shall cooperate in internal investigations. SOC-E guarantees confidentiality and protection against retaliation in accordance with its internal policy.

**13.3.** Breach of the Code of Ethics may result in corrective measures, contractual penalties, or termination of the Order for material breach, without prejudice to claims for damages.

## **14 CONFIDENTIALITY AND DATA PROTECTION**

**14.1.** Any information disclosed in relation to an Order, in any form or medium, including verbal or inspected information, shall be considered confidential and shall remain the property of the disclosing party. This obligation shall remain in force for five (5) years after completion or termination of the Order.

**14.2.** Where required by the nature of the relationship or information, the Supplier shall sign a Non-Disclosure Agreement (NDA) prior to any activity or communication.

## **15 INFORMATION SECURITY**

**15.1.** The Supplier shall implement and maintain adequate IT security measures to prevent unauthorized access and the spread of malware or similar threats.

**15.2.** The Supplier shall notify SOC-E without undue delay, and in any event within seventy-two (72) hours, of any information security incident or breach affecting SOC-E's information.

**15.3.** Upon completion of the contract, the Supplier shall securely and confidentially destroy all information provided by SOC-E.

## **16 SUPPLIER DECLARATION**

**16.1.** By accepting these Conditions, the Supplier declares that it (i) holds all required authorizations to manufacture, transport, manage, store, and sell the goods, (ii) has adequate facilities and technical and human resources, (iii) is fully compliant with legal, accounting, tax, labor, and social security obligations, and (iv) is capable of guaranteeing the quality and proper functioning of supplied goods and services.

## **17 PENALTIES**

**17.1.** Without prejudice to SOC-E's right to terminate the Order, Supplier breaches shall give rise to penalties, which shall not be compensatory in nature. If no specific penalty is defined in the Order, a penalty of 1.5% of the total Order value per calendar week of delay shall apply.

**17.2.** Delay penalties shall not exceed 10% of the total Order value. Upon reaching this limit, SOC-E may apply the penalty and terminate the Order.

**17.3.** Penalty payments shall not prevent SOC-E from recovering additional costs incurred due to the Supplier's delay.

## **18 GOVERNING LAW AND JURISDICTION**

**18.1.** These Conditions shall be governed by Spanish law, expressly excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention, 1980).

**18.2.** Any disputes shall be submitted to the exclusive jurisdiction of the Courts of Bilbao, Spain, with express waiver of any other jurisdiction and of Regulation (EC) No 593/2008 (Rome I).