
	PROCEDURE	Code:	CAL 120
	GENERAL PURCHASING CONDITIONS – BVENTURA S.L.U.	Version:	1
		Date:	17/06/2025


GENERAL PURCHASING CONDITIONS – BALDOMERO VENTURA S.L.U.

Revised Version – June 2025

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List of changes

Issue	Date	Changes	Done by
1	17/06/2025	Creation	B.Martínez

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1) Scope of the Agreement and Definitions

For ease of reading, all references to "BVentura. S.L.U." throughout this document may also be referred to as "BVentura" without altering the legal validity or enforceability of the terms.

Purpose of the Contract:

To establish the conditions under which BVentura. and its suppliers will operate to ensure the supply of high-quality products and services.

Key Definitions:

i) "Agreement/Contract/General Purchase Conditions":

This Framework Supply Agreement, its Annexes, Specifications, and any other document incorporated herein.

ii) "Supplier(s)":

The entity(ies) supplying products to BVentura

iii) "Buyer":

BVentura.

iv) "Product(s)":

The items or services supplied by the supplier during the manufacturing process or the provision of services under this Agreement.

v) "Services":

Work performed by the supplier.

vi) "Order":

The request for products sent by BVentura.to the supplier, issued under this Agreement.

vii) "Purchase Order":

The request for products sent by BVentura.to the supplier, issued under this Agreement.

viii) "Lead Time":

The maximum time available to the supplier, mutually agreed upon by the

Parties, to deliver the products to BVentura.at the specified destination, starting from the moment the supplier receives an order. This period includes both the manufacturing time and the time required for raw materials.

ix) "Reception":

The act by which BVentura. acknowledges that the products have been received in accordance with the quantities and physical conditions stipulated in the order.

x) "Acceptance":

The declaration by BVentura. establishing that, on a preliminary basis and as a result of BVentura's internal preliminary quality control procedures, the product meets quality requirements.

xi) "Tooling":

Machinery, software, templates, installation accessories, dyes, molds, models, and any other similar items supplied by BVentura or developed, manufactured, or acquired by the supplier, necessary for the product's manufacturing.

xii) "Non-Conformity":

The failure to meet any of the product's quality requirements and/or specifications.

xiii) "Specifications":


All the requirements that the supplier must comply with during the manufacturing of the products or the provision of services under this Agreement.

xiv) "On-Time Delivery":

The supply of products on the agreed-upon date.

xv) "Intellectual Property":

Non-exclusively, any idea, improvement, invention, original creation, design, discovery, blueprint, "Know-how," software and/or computer programs, and/or any other technological development, whether registered or not, as well as all trade secrets, patents, utility models, technical

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knowledge subject to property rights or copyrights, whether registered, registrable, or not, and any similar property rights.

2) Price

The amounts, deadlines, currency, and other conditions applicable to prices and payment terms not established in this clause shall be agreed upon in the corresponding Annexes or through potential pricing agreements between BVentura and the supplier.

The prices of the products shall be agreed upon based on a long-term relationship and a continuous and recurring supply with a reasonable volume of deliveries. Therefore, the prices applicable to each order and/or Purchase Order shall be fixed and shall not depend on the quantities requested.

The supplier declares that no other customer shall benefit from more favorable prices and conditions than those offered to BVentura for the supply of similar products contracted under this Agreement.

3) Scope and Quality Standards

Quality Standards:

The products must comply with the quality standards specified in the blueprints and documents attached to the order. In the event of discrepancies, specific written agreements shall prevail.

Delivery and Reception:

All goods shall be delivered under the conditions agreed upon in the offer or contract. If no conditions are defined during the negotiation phase, the goods must be delivered to the ordering plant under **CIP (Carriage and Insurance Paid to) conditions according to Incoterms 2023**.

Failure by the supplier to meet these quality requirements shall be considered a

material breach of these General Purchase Conditions.

Non-Infringement Warranty:

The supplier guarantees that the products do not infringe any third-party patents or licenses.

Tooling Ownership:

All molds, dies, and tooling are provided or paid for by BVentura. shall remain its property. The supplier agrees to maintain and repair these tools at its own expense.

The supplier assumes the risk of BVentura's property

The supplier assumes the risk of any BVentura property in its possession and shall be fully responsible for any damage, other than normal wear and tear, that the BVentura property may suffer. The supplier shall indemnify and hold BVentura harmless from any such damage.


4) Delivery and Reception (Lead Time)

On-Time Delivery:

Supplies must be delivered in the agreed quantities and on the specified dates. A 10% variation in the ordered quantity is permitted, provided that written notice is given at least 24 hours in advance and that BVentura.. provides written approval.

Delivery Documentation: Each supply must be accompanied by a delivery note indicating:

- Purchase Order number
- Item code
- Description
- Unit price and applicable discounts
- Supplier number
- Whether the delivery is partial or complete

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Penalties: Penalties will be applied in accordance with BVentura policies.

- For quality issues: If the order received does not meet quality requirements, and production is affected, the corresponding delay penalty will be applied. If production is not affected and the replacement is delivered within the lead-time policy, no penalty will apply.
- For lead-time delays: Any delivery made after the agreed deadline will be considered late. A grace period of one week applies to orders that do not affect production. For production-impacting orders, a 1% penalty per week of delay will apply, up to a maximum of 5% of the item's purchase value.

Subcontracting: The supplier may not subcontract the execution of products, processes, or services, in whole or in part, without the prior written authorisation of BVentura. Any breach of this provision will be considered a material breach of contract and may lead to its immediate termination.

Force Majeure and Limitations: The Parties shall be exempt from liability if the fulfilment of their contractual obligations is prevented or delayed due to duly evidenced force majeure events. Internal strikes, foreseeable logistical issues, ordinary raw material shortages, or planning errors shall not be considered force majeure. The affected party must notify BVentura within a maximum of 24 hours.

5) Invoicing and Payment

Detailed Invoicing:

Invoices must be sent in duplicate to **facturas@usagroup.com** and must include:

- Order number
- Item code

- Description
- Unit price and discount
- Supplier number
- Whether the delivery is partial or complete

Payment Terms:

Payment conditions shall comply with the applicable law in force at the time.

Applicable European Legislation:

- **Directive 2011/7/EU on combating late payment in commercial transactions**, which establishes a **maximum payment term of 60 days**, unless otherwise agreed and not unfair.

6) Inspection and Acceptance

Quality Control:

The delivery of goods **does not imply acceptance**. BVentura reserves the right to reject defective products at any time within **one year for hidden defects**.

Rejection Policy:

In the event of rejection, BVentura may:


1. Require an **immediate replacement**
2. Set a **new delivery deadline**
3. **Cancel the order**

7) Safety and Environmental Compliance

Regulatory Compliance:

Electrical materials and those subject to **specific technical requirements established by applicable laws** must comply with such regulations and guarantees.

Applicable European Legislation:

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- **CE Marking:** Required for electrical and electronic products to indicate compliance with EU safety, health, and environmental protection standards.
- **Low Voltage Directive (2014/35/EU):** Ensures that electrical equipment within certain voltage limits provides a high level of safety.
- **REACH Regulation (EC No 1907/2006):** Governs the registration, evaluation, authorization, and restriction of chemical substances in products.
- **RoHS Directive (2011/65/EU):** Restricts the use of hazardous substances in electrical and electronic equipment.

Audits: BVentura reserves the right to audit the supplier's facilities, processes, products, and documentation at any time, with or without prior notice. The supplier shall grant immediate access to authorised auditors.

8) Supplier Responsibilities

The **supplier shall comply**, at its own expense, with all **applicable laws, standards, procedures, and regulations** related to environmental matters and shall **hold BVentura harmless** from any claims, lawsuits, legal actions, expenses, costs, losses, damages, and/or any other liabilities resulting from the supplier's non-compliance.

The supplier commits to **establishing, documenting, and maintaining** a regulatory **compliance management system** for environmental matters in accordance with the **applicable international standard**, particularly **ISO 14001**.

Hazardous Materials:

The supplier must provide **written notification** regarding any **hazardous,**

toxic, or environmentally harmful components in the products, in accordance with the legislation in force in the **destination country** of the goods.

Waste Management:

The supplier commits to **recovering, recycling, and reusing** waste generated during the **manufacturing process** of the products.

Information Responsibility:

The supplier commits to providing all **required information** to BVentura, including **immediate notification** of any incidents occurring during the contracted work.

Non-Conformity Notification:

The supplier must notify any **non-conformity** detected during the production process that may **affect supply** or **pose a risk of non-conforming product leakage** to BVentura. Additionally, the supplier **shall not deliver products** that **fail to meet BVentura requirements** without prior **written approval** from BVentura.

Product Changes:

Any **modification to the product definition or process** must be approved by BVentura.


Facility Access:

The supplier shall grant **access to its facilities** for inspections and audits when required.

Obligation to Disclose and Obtain Approval for Deviations

If the supplier intends to include any additional conditions in its offer that may impact price, delivery times, or product quality, it must:

1. Explicitly highlight such conditions in a separate document titled "Proposal for Additional Terms."
2. Clearly specify the modifications and their justification.

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- Obtain express written approval from BVentura prior to the issuance of any Purchase Order.

Failure to comply with these requirements shall render any additional conditions proposed by the supplier null and unenforceable. In the absence of explicit approval, BVentura General Purchasing Conditions shall apply in full, and the supplier shall not have the right to claim any adjustments to price, delivery times, or quality requirements based on unilateral modifications.

Documentation in Case of Quality Incidents:

In the event of any product non-conformity or quality issue affecting delivered parts, the supplier shall provide BVentura with complete documentation demonstrating the manufacturing history of the affected batch, including:

- Traceability logs of all production steps
- Process parameters applied
- Quality inspection records and test results
- Any deviations or modifications made during production
- Evidence of operator and equipment used

This information must be provided within a maximum of 48 hours from BVentura's request and shall be used to support root cause analysis and resolution of quality concerns.

9) Information Security and Intellectual Property

Confidentiality:

The supplier must **maintain confidentiality** regarding information and data provided by **BVentura**. The supplier must **protect,**

return, or destroy all confidential information upon contract termination.

No information may be disclosed to **competitors, BVentura customers, or any other party** without the **express authorization** of BVentura.

Confidential information includes:


- Blueprints**
- Explanations of BVentura's production process**
- Technology developed by BVentura Production process data**
- Measurement records**

Intellectual and Industrial Property:

BVentura shall be the **sole owner** of any intellectual property developed **within the scope of this contract**. Any **information, data, intellectual property (including industrial property), and know-how** conceived, created, acquired, and/or developed in connection with this contract that is directly related to **the design, production, use, or operation of the products** shall belong **exclusively to BVentura**.

Cybersecurity Incidents: The supplier shall implement and maintain appropriate cybersecurity measures to prevent unauthorized access, data breaches, and cyberattacks affecting systems involved in supplying products or services to BVentura. In the event of a cybersecurity incident that may compromise supply chain operations, product conformity, traceability, or customer data, the supplier must:

- Notify BVentura within 24 hours of detection.
- Provide a detailed report on the nature and impact of the incident.
- Assume responsibility for any resulting operational disruption, including classification, revalidation,

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or corrective actions required at BVentura or its customer.

- Cover any associated costs reasonably incurred by BVentura due to the cyber incident.

Backup and Digital Traceability:

The supplier shall maintain secure, encrypted backups of all traceability data, process parameters, quality control results, and change records related to products supplied to BVentura. These backups must be updated regularly and stored separately from the operational environment to ensure recovery in case of cyberattack or data loss.

10) Sustainability and Ethics

Environmental Management:

The supplier must use components and processes that comply with the principles of the ISO 14001 standard.

Prevention of Counterfeiting:

The supplier must take measures to prevent the use of counterfeit parts or products and promote ethical behavior.

Fundamental Rights:

The supplier must comply with the provisions of the **Charter of Fundamental Rights of the European Union** as an instrument to protect and promote people's rights and freedoms in relation to societal changes, social progress, and scientific and technological advancements.

Supplier Code of Conduct:

An updated **Supplier Code of Conduct** is available on USA Group's website: <https://usagroup.es/about/b.ventura>

11) Specific Conditions

Product Warranty:

The supplier guarantees that all products supplied (including replacements and

corrected components) at the time of delivery and during the warranty period:

- Will be free from defects in materials and workmanship.
- Will be transferred to BVentura with a valid title of ownership, free of liens or encumbrances.
- Will conform to and comply with all drawings, specifications, samples, and other descriptions agreed upon between BVentura and the supplier.
- Will be of merchantable quality and suitable for their intended purpose.
- Will be free from design defects, to the extent that the design is the supplier's responsibility.
- Will comply with all quality requirements established in this contract or any individual agreement.
- Will be new, will contain only new components and parts, and will be properly labeled and packaged.
- Will conform to and comply with all applicable laws, standards, regulations, and requirements in the places where the products are manufactured or delivered.


Liability for Intellectual Property Infringement:

The supplier will be responsible and will indemnify BVentura for damages, losses, and the cost of claims and/or expenses in the event of lawsuits, demands, or legal actions in which any third party alleges that the supplier, in fulfilling its obligations, is infringing a patent, trademark, copyright, or any other industrial and/or intellectual property right, except when the alleged infringement is necessarily a consequence of specific designs provided by BVentura.

Where the vehicles equipped with the products are delivered, sold, or used.

Warranty Period:

The warranty period shall be **60 months from the date of first registration of a vehicle** in which the supplied products are incorporated, or **72 months from the**

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delivery date of the products to BVentura, whichever occurs first.

Replacement and Maintenance of Tools:

The supplier commits to maintaining and repairing, at its own expense, all tools necessary for production.

Technical Documentation and Control & Validation Records:

The supplier must provide all the **Technical Documentation** required for the **product conformity assessment**, including all **records, composition and treatment certificates, and documents resulting from the evaluation of positive product control**.

It is understood that this **Technical Documentation and control records** are included as part of the offer, unless the supplier explicitly states in the quotation that they will be charged separately. In such a case, they must be **clearly specified as an additional cost** in the submitted offer.

Certifications:

The supplier must attach and maintain up-to-date certifications for standards such as:

- ISO 9001
- EN 9100
- IATF 16949
- ISO 14001
- Any other relevant certifications.

BVentura Specific Requirements:

BVentura specific **Customer-Specific Requirements (CSR)** must be strictly followed unless individual amendments are agreed upon in each case. These requirements are available to all parties at the following address: <https://usagroup.es/about/b-ventura/>

Continuity in Case of Insolvency or Sale:

In the event of insolvency, liquidation, or cessation of activity by the supplier, the

supplier shall immediately transfer all necessary technical documentation, allow the retrieval of BVentura's tooling, and collaborate in the process transfer to a new designated supplier.

12) Continuous Improvement and Cost Reduction

Improvement Programs:

BVentura may conduct **cost analysis and improvement programs** in cooperation with the supplier.

Cost Structure:

The supplier must disclose all **cost structures related to the products** and propose **cost reduction measures**.

Commitment:

The supplier expressly commits to developing and implementing, **entirely at its own expense, a continuous improvement process**, which shall include, among other things, a comprehensive plan to:


- i) **Reduce lead times, costs, and product prices.**
- ii) **Optimize batch sizes.**
- iii) **Improve product quality, manufacturing processes, and delivery services.**
- iv) **Enhance support services** (including assistance with certification and training) to meet BVentura's present and future needs.
- v) **Minimize and eliminate waste and emissions.**

13) Capacity and Production Reservations

Production Capacity:

The supplier guarantees to reserve a **minimum production capacity sufficient to meet 1.3 times the projected annual volumes**.

Lifecycle Coverage:

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The supplier must ensure the supply of **spare parts for 15 years** after the end of mass production.

14) Confidentiality and Intellectual Property

Exclusive Use of Tooling:

The tooling provided by BVentura must be used **exclusively for the production of its products**.

Protection of Confidential Information:

The supplier must protect and either **return or destroy confidential information** at the end of the contract. No information may be shared with **competitors, BVentura customers, or any other party** without the express authorization of BVentura

Confidential information includes:

- Blueprints
- Explanations of BVentura's production process
- Technology developed by BVentura
- Production process data
- Measurement records

This information must be **protected, archived, and available** for the **warranty period** described above.

15) Safety and Compliance

Compliance with Environmental Regulations:

The supplier must comply with all **relevant environmental and safety regulations**.

Conflict Minerals:

The supplier must ensure that the products **do not contain conflict minerals**, in accordance with **international regulations**.

16) Delivery of Defective Products

Actions in Case of Defective Product Delivery:

In the event of defective product delivery, and in addition to any other **contractual or legal rights** that BVentura may have, the following actions shall apply:

a) The supplier must, **at its own expense**, sort and, at BVentura's reasonable discretion, **replace or repair the defective products** as soon as possible.

b) BVentura may, **at the supplier's expense and after consulting with them**, carry out the sorting and **replacement/repair** of defective products **either internally or through a third party**. Prior consultation with the supplier **will not be necessary in urgent cases** where any delay could **reasonably increase the risk of damage**. As a replacement for the products, BVentura may, at its reasonable discretion and at the supplier's expense, **use alternative components or parts similar to the products**.


c) BVentura may demand a **price reduction** or **terminate any affected purchase**.

Recurring Defective Products:

If the same type of product is repeatedly delivered in **defective conditions**, BVentura may **terminate some or all existing purchase orders** or **release future deliveries of that product type**. Additionally, in the case of **product recalls or corrective actions**, BVentura may take necessary measures at the supplier's expense.

16) Product Safety and Service Campaigns

In the case of **product safety actions or other service campaigns** related to the product carried out by BVentura or its customer, which are reasonable considering industry standards in the **automotive sector** to prevent damage and/or remedy defects, **BVentura will inform the supplier** about

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the type and scope of such actions, measures, or campaigns and will give the supplier the opportunity to provide comments.

Indirect Costs: The supplier shall be liable for all direct and indirect costs arising from the delivery of defective products, including: production downtime, urgent logistics, customer penalties, administrative expenses, and reputational damage. These costs shall be formally communicated.

17) Insurance

The supplier shall subscribe to and maintain, at its own cost and expense, adequate insurance coverage throughout the term of the agreement and for a period of three (3) years thereafter. This includes, at a minimum:

- **General Civil Liability Insurance**, with a minimum coverage of **EUR 1,000,000 per claim**.
- **Product Liability Insurance**, including damage caused by defective products.
- **Product Recall and Financial Loss Insurance**, covering costs associated with sorting, emergency shipments, production downtime at the customer, and contractual penalties.

In the case of deliveries under **CIP (Carriage and Insurance Paid to)** Incoterms 2023, the insurance contracted by the Supplier shall cover, **at a minimum, the full replacement value of the goods and the cost of transport**. The insurance shall be on an **“All Risk” basis or equivalent**, covering damage, loss, or theft during transport. The Supplier shall be solely responsible for contracting such insurance and shall provide BVentura with a **copy of the insurance certificate** upon request.

Failure to contract and maintain adequate insurance, including the coverage required under CIP terms, shall be considered a **material breach** of this Agreement. All **consequences, damages, and costs** resulting from such failure shall be the **sole responsibility of the Supplier**.

18) Assignment of Rights and Obligations

The supplier shall **not delegate or transfer any of its rights or obligations** under this Agreement, the associated **Purchase Orders**, or any other agreement with BVentura without the **express prior written consent** of BVentura.

Any transfer of rights or obligations that is not **formally communicated to BVentura** shall be considered **null and void** and, therefore, shall have no effect and shall constitute a **material breach** of this Agreement.

19) Contract Duration and Termination


Contract Duration:

The contract's duration and conditions for renewal or termination shall be defined. The duration of these **General Purchase Conditions** shall be subject to the provisions set forth in the corresponding **Purchase Order**.

Termination:

The contract may be terminated for the following reasons:

1. At the **request of either Party** in case of a **material breach** of the agreed obligations.
2. By **mutual written agreement** between the Parties.
3. If either Party undergoes **legal dissolution, suspension of payments, bankruptcy,**

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insolvency proceedings, or asset seizure, unless the debt is otherwise secured.

In any case, the Party seeking to terminate this contract due to the **counterparty's breach** must formally require compliance with the obligation, granting the **breaching Party a period of fifteen (15) days** to remedy the breach. If this period elapses without rectification, the injured Party may **exercise the right to terminate the contract**.

If the breach **cannot be remedied** within a period of **thirty (30) days**, the injured Party may **directly exercise** the right to terminate the contract **without prior notice**.

20) Final Provisions

Dispute Resolution:

Any **dispute, controversy, or claim** arising from or related to this contract, including any matter regarding its **existence, validity, or termination**, shall be resolved through **mediation or arbitration** in accordance with the **rules of the Court of Arbitration of the Chamber of Commerce of Bilbao (Bizkaia)**.

If the dispute cannot be resolved through mediation, the Parties shall submit to the **exclusive jurisdiction of the courts and tribunals of the province of Bizkaia**.

Jurisdiction:

The supplier **expressly waives any other jurisdiction** that may correspond to it and **submits to the exclusive jurisdiction and competence of the courts and tribunals of the province of Bizkaia** for the resolution of any dispute arising from or related to this contract.

Conflicts of Conditions:

In the event that the supplier has clauses in its own conditions that **conflict** with these **General Purchase Conditions**, such clauses must be **specifically stated in a**

separate document, and the agreements must be **signed by both parties**.


21. Binding Nature of These General Purchase Conditions

To ensure the full enforceability of these General Purchase Conditions, the following provisions shall apply:

1. **Automatic Acceptance:** The acceptance of any Purchase Order by the supplier automatically implies full acceptance of these General Purchase Conditions without exception.
2. **Written Confirmation Requirement:** The supplier must confirm acceptance of each Purchase Order in writing, including via email, prior to its execution.
3. **Implicit Acceptance by Supply:** Any delivery or supply of products or services by the supplier to BVentura shall be deemed as full and unconditional acceptance of these General Purchase Conditions, without any modifications or reservations.
4. **Priority of BVentura's Conditions:** These General Purchase Conditions shall always be the last terms communicated before the execution of any contract or Purchase Order. Any terms proposed by the supplier that conflict with or modify these conditions shall have no effect unless explicitly agreed upon in writing and signed by both parties.

22. Amendments to the General Purchase Conditions

These General Purchase Conditions may be amended, either in their entirety or for specific projects, at the supplier's request. To initiate such an amendment, the supplier must clearly indicate whether the proposed

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amendment is total or partial (e.g., applicable to specific projects). Additionally, the supplier must provide:

- The specific clauses to be amended.
- The reason for the amendment.
- A detailed wording of the proposed amendment.

Any proposed amendment will be reviewed by the BVentura Purchasing Manager. If the amendment is deemed acceptable, it will be formally signed by both parties, thereby

granting full validity to the agreed modifications.

23. Commodity-Specific Annexes:

These General Purchasing Conditions may be extended, clarified, or modified through Specific Annexes by product family or commodity. Such annexes must be signed by both parties and shall prevail only in the aspects explicitly modified or extended therein.