

## General Purchase Conditions

### 1. Scope

- 1.1 These General Purchase Conditions apply exclusively to all our orders and contracts (hereinafter, "order") that govern the purchase of goods, services and execution of works (hereinafter, "delivery") to entrepreneurs, legal entities of public law or special public law funds (hereinafter "provider"). We hereby expressly object to any different or supplementary conditions set by our suppliers, they will not be binding on us and will not form part of any agreement or contract with us. Our Purchase Conditions shall also apply exclusively if we do not specifically object to the incorporation of our supplier's conditions in individual cases or if, despite knowing contrary or supplementary terms and conditions of the supplier, we accept delivery without reservation .
- 1.2 These Purchase Conditions also apply to all future business relationships with the supplier, even if they are not explicitly agreed again .
- 1.3 In the event that any provision of these Purchase Conditions is invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions. The relevant provision will be replaced by a statutory provision that comes as close as possible to the commercial purpose of the relevant provision.

### 2. Formation of contracts

- 2.1 Any agreement with the supplier and any order shall be binding on us only if they are made in writing or in text form. Any modification, addition or subsidiary agreement before, during or after the formation of the contract also requires our consent in writing or in text form. This formal requirement can only be waived in writing or in text form. *Fax, email, or remote data transmissions will be equivalent to the written form.*
- 2.2 If the provider does not accept our order in writing or in text form , *within one week of receipt* , we shall have the right to revoke the order. Delivery calls will be binding unless the supplier objects within two (2) business days of receipt. Any deviation, modification or supplement to our orders will only be effective if it is explicitly and separately indicated as a deviation, modification or supplement and is expressly approved by us in the form of text (written, email, fax).

### 3. Prices and payment

- 3.1 The prices specified in the order are fixed. The prices are valid for delivery DAP), packaging, appropriate transport insurance to be arranged by the supplier and all other delivery costs, unless otherwise explicitly agreed in writing. *Existing taxes are not included in the price and must be separately identified, otherwise they will be considered included in the price.* Unless explicitly stated otherwise, any use of Incoterms will be considered as a reference to the INCOTERMS 2020 published by the International Chamber of Commerce (ICC).
- 3.2 In cases where the supplier is responsible for the assembly, assembly or commissioning, and the parties have not agreed otherwise in writing, the supplier shall bear all necessary incidental expenses, such as travel expenses and expenses tool supply.
- 3.3 *Invoices will be processed only if we receive them by separate post. Each order must be billed separately. Collective invoices can also be issued with our prior written consent. Invoices must indicate or include the following:*
- Invoice Number and Date
  - the order number specified in our order
  - Order date
  - Our item number, all clearly highlighted
  - Port and airport of departure and destination
  - the HS Code (Harmonized System) and the country of origin of each item.
  - Unit and total price with corresponding currency
  - Payment terms as agreed in the purchase order
  - Net and Gross Weight / Quantity of Packages / Volume
  - Bank details for payment purposes
- Invoices must be signed in blue ink and sealed.*

- 3.4 *Invoices and payments must be made in the currency agreed with the supplier. For each bank account, the provider will need to provide the correct bank details, as well as their VAT identification number.*
- 3.5 *Payments will be made by bank transfer after receipt of delivery and receipt of the auditable invoice and all documents related to the delivery. We will make payments, according to what is indicated in our order. Accounts may also be settled by us in accordance with the credit memo procedure, in accordance with applicable tax laws, if agreed in advance.*
- 3.6 *The Supplier shall not be entitled to assign or dispose of all or part of its claims or otherwise its receivables against us, without our prior written consent.*
- 3.7 *We will be entitled to exercise statutory rights of set-off and retention .*

### 4. Delivery dates and conditions

- 4.1 Time is of the essence and delivery dates are an essential part of any contract with us. The delivery dates specified in the order or otherwise agreed are binding and must be strictly adhered to. The supplier must notify us immediately, in writing, of any possible delay or failure to meet delivery dates and deadlines, explaining the reasons for the delay and specifying how long they are expected to prevail .
- 4.2 *Delivery by installments and premature deliveries will only be permitted with our explicit consent. Payment claims, however, will not be payable before the originally agreed delivery date. Except in cases of advance payment.*
- 4.3 *Unless otherwise agreed, deliveries must be accompanied by a delivery note and a work test certificate (EN 10204) or any other internationally recognized equivalent test certificate that specifies the characteristics agreed with the supplier. Initial supplies, especially those related to samples, must be accompanied by an initial sample report along with all complete sample documentation.*
- 4.4 On-site deliveries are only possible at the time indicated in the order or as otherwise agreed. When entering our site, all vehicle occupants must be registered. In general, it is forbidden to bring children or animals to our facilities. The instructions of the security personnel must be followed.
- 4.5 In the event of delivery delays, we may impose a contractual penalty of 1% for each week of delay started, but not more than 10% in total of the order value (value of the goods affected by the delay); however, the supplier shall be entitled to provide evidence that no damage was caused or that the damage is substantially minor. We reserve the right to claim further damages. We will reserve the contractual penalty at the latest at the time of payment of the invoice, after receipt of the late delivery.
- 4.6 Events of force majeure which make a delivery by our supplier or the acceptance or use of the delivery in our or our customer's business impossible or substantially more difficult will postpone our duty of acceptance for a period of time. appropriate, considering our actual demand. The term force majeure is defined exclusively in accordance with the statutory provisions of the law applicable to the delivery; We contradict definitions that differ from this. In the event of force majeure affecting us or our provider, we are also entitled, at our discretion, to withdraw all or part of the contract.

### 5. Place of performance, transfer of risk, acquisition of property

- 5.1 The place of performance shall be the place where, according to the order, the goods are to be delivered or where the service is to be performed. The place of execution of our payments will be our registered office, unless otherwise agreed.
- 5.2 The delivery will be properly packed and made DAP at the address indicated by us or made there at the expense and risk of the supplier. The risk of accidental loss or deterioration of the delivery shall pass to us only upon receipt of the delivery by us or by an agent appointed by us at the agreed place of performance or after final acceptance of the delivery, whichever occurs. later, even if it has been agreed to pay the shipping costs.

5.3 With the transfer of risk at the place of performance or with delivery to a forwarding agent appointed by us, we acquire ownership of the goods without reservation of any rights for the supplier.

5.4. In case of delivery of machinery or installations, the risk will only be transferred after its definitive acceptance in the place of execution.

## 6. Liability for Defects and Other Liabilities

6.1 We will check the delivered goods on the basis of the accompanying documents to determine identity and quantity, as well as only visible transport damage. Defects in delivery will be notified to the supplier once we discover them in the ordinary course of our business, within an appropriate time of at least 5 working days after the detection of the defect. In these circumstances, the supplier hereby waives its right to oppose claims in relation to defects due to being filed too late.

6.2 Unless otherwise provided in this clause 6, the supplier will be liable in accordance with the applicable legal provisions, in particular for delivery defects, and this liability will not be limited or excluded, neither in cause nor in amount, and will also indemnify and exempt us from all liability against third party claims to the same extent .

6.3 *In principle, we will have the right to choose the type of subsequent execution. However, the provider may reject the type of subsequent execution chosen by us if the costs resulting from that type of subsequent execution would be unreasonably high. If we detect that the defects are due to manufacturing problems, the supplier will be notified and, in principle, we will have the right to choose the type of subsequent action. If we detect that the defects were caused during transport, we will act according to the INCOTERM agreed upon when the order was placed for the first time.*

6.4 If the supplier does not remedy the defect promptly at our request, in urgent cases, in particular to avoid imminent danger or further damage, we are entitled to remedy the defect ourselves at the supplier's expense or have a third party do it. party without having to grant a grace period in advance.

6.5 *Claims for defects will prescribe 12 months after the sale of the final product to the consumer, unless otherwise agreed or mandatory legal provisions (art. 2564 of the Civil and Commercial Code) provide for extended prescription periods. In the case of claims derived from service and works contracts, claims for defects will prescribe 12 months from the final written acceptance. It will not be applicable to deliveries that, according to its common application, are used in buildings and have caused defects in the building, in which case claims expire after 5 years. Our additional statutory rights under applicable law will not be affected by this provision.*

6.6 In addition, the provider will indemnify us from any third party claim relating to deficiencies in title. For deficiencies in title, including claims for compensation pursuant to sentence 1, a 10-year statute of limitations will apply.

6.7 If a faulty delivery requires additional work in the incoming inspection process, the supplier will bear the resulting costs.

## 7. Product liability

7.1 The provider assumes all responsibility, will indemnify us from any third party claim arising from the death or injury of any person or property damage, as long as the causes of the respective claim are in the domain of the provider. In these circumstances, the provider will also reimburse us for all costs and expenses in accordance with the legal provisions on the administration of the affairs of others that we incur as a result of or in connection with a withdrawal action or any other measure.

7.2 *The supplier will undertake to assume the extended responsibility of the product and insurance of recovery costs each, with a general coverage of at least EUR 2,500,000.00 (Two million five hundred thousand euros), in total for claim for personal damages, to property or related to the product; however, our claims will not be limited to the amount covered.*

## 8. Industrial property rights and legal provisions

8.1 The supplier will ensure that neither the delivery nor the use of the product infringes industrial property rights or other rights of third parties and does not infringe legal provisions or official provisions of

any kind. The supplier must comply with our guideline „Avoidance of particularly hazardous substances“ (FSS 7), which we will provide on request, and the environmental standard ISO 14001. As we participate in the UN initiative "The Global Compact", we also expect our suppliers to comply with the principles stipulated therein. At our request, the provider will provide all relevant data of the IMD system and any other relevant data under chemical and export law free of charge unless otherwise agreed. The supplier acknowledges that we use the supplier's product in lubricants that are subject to special chemical regulations. In the case of exports abroad, this could imply the registration of substances and/or products, including disclosure of relevant data, if necessary also to third parties. In the case of additional registrations (eg for drinking water, food products or bio-products ), the supplier will provide all necessary support to obtain such registrations, including the disclosure of relevant data, if necessary, to third parties. In addition, the supplier must make available, insofar as it is relevant for the delivery, an EU safety data sheet in electronic format, at least in English, which complies with current EU legislation. In case of changes in the composition or in the legislation, the supplier must provide an updated safety data sheet without being explicitly requested . *The supplier also guarantees that the goods delivered by him do not contain CFCs, PCBs or asbestos.*

8.2 The Supplier will indemnify us from any and all claims brought against us by third parties for reasons of or in connection with the delivery or use of the Product, clause 6.6 sentence 2 will apply to such claims.

8.3 The supplier's indemnity obligation shall also cover all costs and expenses arising out of or in connection with claims brought by a third party.

8.4. *For the supply of machinery and plants under the EU Machinery Directive 98/37/EC, the supplier shall also provide a corresponding risk analysis in accordance with EN 1050 or with the current legislation of the country concerned, free of charge and together with the products*

8.5 The supplier undertakes to provide the so-called proof of origin of the products, that is, the supplier shall provide us with the declarations of origin required in terms of trade and preferential law in a timely manner, and shall also notify any change of origin without delay. improper and without requirement. The supplier may have to prove his declarations of origin of the products by means of an information sheet certified by his competent customs office. If the supplier fails to comply with this obligation, he will be liable for the resulting commercial damages.

The supplier is obliged to ensure that all goods and services delivered comply with all current national and international export, customs and foreign trade regulations ("foreign trade and payment legislation"). The supplier will apply for the required import and export permits unless we or a third party are required to apply for them in accordance with applicable foreign trade and payments legislation. If a required import or export permit is not granted within 3 months of accepting an order, we may terminate the contract. As soon as possible, at the latest when accepting the order, the supplier must provide us in writing with all the information and data required by foreign trade legislation and payments for import, export, assignment and, in the event of resale, for re-export for all goods and services delivered.

8.6 The Supplier warrants that it will provide the performance due in accordance with clause 1.1 and that it will use subcontractors and intermediate contractors (hereinafter the "Subcontractor Chain") only with our prior written consent.

Likewise, it ensures that it itself, and all the contractors of the Subcontractor Chain that have been duly hired by it, as well as the eventual temporary work companies hired by said contractors, will also pay the deployed workers the applicable legal minimum wage. .

## 9. Export control and foreign trade data

9.1 The supplier is obliged to ensure compliance of all goods and services delivered with applicable current national and international exports, customs and foreign trade regulations (Legislation on foreign trade and payments). The supplier must request the required import and export permits unless we or a third party are obliged to request them, in accordance with the applicable legislation on foreign trade and payments.

9.2 The supplier must provide, together with the invoice (item 3.3), the detailed packing list, containing the following information:

**Klüber lubrication Argentina SA**  
 Martin J Haedo 4301 – Florida  
 (B1604CXO) Buenos Aires - Argentina  
 www.klueber.com

- packet type;
- number of packages;
- content of each package;
- dimensions of each package; and
- Real net/gross weight of each package.

9.3 The supplier will provide us with all the information and data necessary under foreign trade and payment legislation for the import, export, transfer and, in case of resale, for the re-export in writing of all goods and services delivered, with special attention to :

- the export control classification number (ECCN) according to the USA . Trade Control List (CCL) if the good is subject to to the US Export Administration Regulations (if the good does not appear in the CCL, it must be indicated as follows: " ECCN:N ");
- all applicable export list categories (if merchandise does not fall into any export list category, please indicate: AL:N )
- the number of statistical goods according to the current goods categories of foreign trade statistics and HS code (Harmonized System)
- the country of origin (non-preferential country of origin) and
- if we request it: declaration of the supplier or certifications on the state of origin.
- The supplier may not oppose an existing supplier's declaration by making a note on the delivery documents or invoices. Any objection must be in the form of a new (amended) vendor statement that includes a statement about the expiration of the previous version.
- declaration on substances subject to the PIC procedure according to CE Regulation No. 304/2003 "Import and Export of Dangerous Chemical Products" (The PIC substance and the CAS number and content must be indicated. If the good or its components are not on the current PIC list at the time of delivery, status : " PIC:N ")

9.4 In case the origin, the properties of the goods or services or the applicable conditions. Change in the payment and foreign trade legislation, the supplier must inform the party placing the order in writing about export control and foreign trade data as soon as possible, at the latest when accepting the order. If export control data change and foreign trade before delivery, the party placing the order must be informed in writing without delay. The supplier shall bear all expenses and costs for damages that occur to the ordering party due to missing or defective foreign trade and export control data.

## 10. Reservation of title, tools

- 10.1 We reserve ownership of all items provided by us (eg parts, components, semi-finished products).
- 10.2 Reservation of title also applies to new products resulting from the processing of our articles, or from their mixing or combination with other articles, in each case to the full value of the respective new product. These processes will be carried out on our behalf so that we are considered the manufacturer. If third-party property rights remain after our items are processed or mixed or combined with third-party items, we will acquire joint ownership of the new product in proportion to the objective value of the items processed, mixed, or combined.
- 10.3 Tools made available to the supplier, as well as tools manufactured by the supplier on our behalf or ordered from a third party on our behalf, remain our property or become our property at the time of manufacture or acquisition by the supplier. supplier, in each case provided that we have fully or partially paid for the tools. All tools listed above must be clearly marked as our property and stored clearly separate from other items.
- 10.4 The supplier shall store our tools on our behalf free of charge and clearly separated from other items, sufficiently insure them and provide evidence of insurance cover on request. The supplier will use the tools exclusively for the purpose of manufacturing parts for us, unless otherwise agreed. We hereby already approve the use by the supplier of our tools for the manufacture of parts based on orders from other companies of the Freudenberg Group .
- 10.5 The supplier shall ensure proper maintenance and repair of the tools provided at his expense. Upon termination of a contract, the supplier will return the tools without undue delay at our request, and without exercising any right of retention. At the time of their return, the tools must be in impeccable condition, taking into account their previous use. Repair costs will be borne by the supplier. The supplier is prohibited from disposing of the tools without our prior written approval.

## 11. Quality assurance

11.1 The supplier undertakes to maintain a quality management system throughout our business relationships in line with the standards TS16949, DIN EN ISO 9000 ff ., QS9000 etc., to monitor the system by means of internal audits at regular intervals and to take prompt action if any deviation is detected . , in order to guarantee the impeccable quality of all the articles that you supply us. We shall have the right to inspect the supplier's quality assurance system at any time upon notice. Upon request, the supplier will allow us to examine certification and audit reports as well as inspection procedures, including all test records and relevant delivery documents.

## 12. Confidentiality, documents, data protection

- 12.1 The Supplier will process any information, formulas, drawings, models, tools, technical records, procedural methods, software and other technical and business knowledge made available to it or acquired through us, as well as any related work results (hereinafter , "Confidential Information") . ) strictly confidential to third parties. Supplier may only use the Confidential Information in its own business for the purpose of making deliveries to us and may only make it available to those persons who need to have access to it in connection with our business relationship and are bound by a respective obligation of confidentiality. . This provision will apply beyond the duration of our business relationship if and to the extent that the provider cannot prove that the Confidential Information was known to him or was already in the public domain at the time it was acquired or made. public later without authorization. provider's fault.
- 12.2 We reserve the ownership of all documents (eg drawings, figures, test specifications), samples, models, etc. that we make available to the provider in the course of the business relationship, will be returned to us or destroyed at the provider's expense at our request at any time, but at the latest upon termination of the business relationship (including copies, extracts and replicas). The provider does not have any right of retention in relation to the Confidential Information.
- 12.3 The disclosure of Confidential Information does not establish any industrial property right, right of know-how or copyright of the provider and does not constitute a prior publication or a right of prior use in accordance with the applicable laws of patents, designs and models of utility. Any type of license is subject to a written agreement.
- 12.4. The provider must comply with the mandatory obligations of the applicable data protection laws (in particular, the European General Data Protection Regulation). A transfer of personal data to third parties or abroad requires our express prior written consent. If necessary, the provider will conclude an agreement for data processing based on our template.
- 12.5. We collect, save, process and use personal data within the framework of the legal provisions. You can find all the information related to data protection on our website.
- ## 13. Social Responsibility, Supply Chain, Compliance
- 13.1. We expect the supplier to adhere to recognized standards of responsible business, corporate citizenship and compliance in its own business activities and with its sub-suppliers .
- 13.2. The supplier has taken note of our Code of Conduct (available on our website) and guarantees compliance with at least equivalent internal standards.
- 13.3. In particular, we expect the supplier and all parties in the supply chain to adhere to the United Nations Guiding Principles on Business and Human Rights, the core conventions of the International Labor Organization (ILO) and the Global Compact. of the United Nations. The supplier will take contractual and organizational precautions (i) to guarantee that the corresponding obligations are transmitted to and by its sub-suppliers throughout the supply chain and ( ii ) that they are fulfilled. Upon request, the supplier will provide evidence of this in an appropriate manner.
- 13.4. The supplier also ensures that it maintains a compliance management system that enforces internationally accepted compliance standards. The provider ensures that its compliance measures ensure compliance with mandatory legal requirements, in particular with regard to anti-bribery, corruption and money laundering.
- 13.5. If there is a suspicion of a violation of the Code of Conduct, the above-mentioned international standards or the compliance rules with the involvement of an employee of the supplier, we may terminate the cooperation without prior notice and the supplier may be excluded from further deliveries to us and all companies in our group.

**Kluber lubrication Argentina SA**  
 Martin J Haedo 4301 – Florida  
 (B1604CXO) Buenos Aires - Argentina  
 www.klueber.com

#### 14. Applicable law, place of jurisdiction

- 14.1 The contract and all claims relating to goods supplied under the contract are governed by the laws of the country (and state/province, if applicable) in which we are located, as indicated at our address specified in the relevant contract (in below, the "Relevant Location"). The rules of private international law applicable by virtue of this law are excluded. The application of the United Nations Uniform Sales Convention (CISG) and other bilateral and multilateral agreements that serve to standardize international sales is excluded.
- 14.2 For all claims arising from our business relationship with the supplier, in particular the contract or its validity, the place of jurisdiction will be the Relevant Location. *As for the competition, the ind . 2 items 5 of the CPCCN indicates that the competition will be: "When real actions are exercised on movable property, the place where they are located or the domicile of the defendant.* This shall also apply to disputes related to the formation and validity of a contractual relationship. However, we will also have the option to sue the provider in any other general or special legal venue.
- 14.3 If the supplier's place of business is located outside the Relevant Location, we shall be entitled to all disputes arising out of or in connection with our business relationship with the supplier, including disputes over the validity of contracts, finally resolved in accordance with the Arbitration Rules of the Arbitration Institution that corresponds to the country, without resorting to the ordinary courts of justice. The place of arbitration will be Buenos Aires Argentina. Upon request, we will exercise our right to elect arbitration before proceedings are commenced. The arbitration proceedings will be conducted in English.