



GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES March 2026

1.- APPLICABILITY OF GENERAL TERMS AND CONDITIONS. SCOPE. These General Terms and Conditions of Purchase (hereinafter referred to as the "GTC") shall apply, to the exclusion of any other general or specific clauses or conditions, to any order, request, purchase order, order form or agreement (hereinafter, the "Order" or "Orders") for the purchase of goods or services or the carrying out of works (hereinafter, the "Goods" and/or "Services") issued by, or entered into by, BALIÑO, S.A. (hereinafter, the "Purchaser" or "Customer") and any of its suppliers (hereinafter, the "Supplier"), as well as to any business relationship arising therefrom. Unless a specific derogation is expressly set out in the Order and accepted by the Purchaser in writing, these GTC shall be deemed to be an integral part of the Order and shall prevail in the event of any conflict or inconsistency with any document, terms or conditions issued by the Supplier. The submission of an offer, acknowledgement of an Order, or commencement of performance by the Supplier shall, in all cases, constitute the Supplier's full and unconditional acceptance of these GTC, which shall be binding upon the Supplier.

The scope of the Order shall include, in addition to what is expressly set out therein, everything necessary to ensure final delivery in good condition for use and in perfect working order, in accordance with the technical specifications provided. If the Supplier considers the technical specifications to be incomplete, incorrect or ambiguous, it shall notify the Purchaser in writing without undue delay and, in any event, prior to commencing performance of the Order, specifying the deficiencies and proposing the complete and correct specifications required. The Goods and/or Services shall be accompanied by a delivery note and shall include the corresponding quality certificates and any other relevant documentation.

The Purchaser's receipt of an offer from the Supplier shall not bind the Purchaser in any way unless and until the Purchaser issues an Order. These GTC shall form an integral part of all Orders placed by the Purchaser. The Supplier accepts the application of these GTC without reservation, having had a genuine opportunity to become fully acquainted with their content, as a copy has been provided to it and they are also published on the following website:
<https://www.balino.es/docs/General-Terms-and-Conditions-of-Purchase.pdf>

The contractual terms and conditions set out herein shall be binding on the parties in any and all matters not specifically agreed to in the Order(s). The application of any clauses not expressly accepted by the Purchaser or the Supplier's own general conditions of purchase is hereby excluded.

2.- MODIFICATIONS AND CHANGE ORDERS. The Purchaser may, at any time, request the implementation of changes to the design, quantity or quality of what was originally contemplated in the Order, provided that such changes are reasonable and technically feasible, and the Supplier shall be obliged to implement them. Where a change order results in a decrease or increase in the price and/or the delivery date, the price and/or delivery date shall be adjusted on an equitable basis.

3.- INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS; CONFIDENTIALITY COMMITMENT. All technical documentation or materials referring to any Order(s) submitted by one party to the other, whether before or after the formalisation of the Order(s), shall remain the property of the submitting party.

All technology, designs, inventions and, in general, any information involving industrial property relating to the Purchaser's equipment or developed in connection with the Order shall be disclosed immediately to the Purchaser and shall become the Purchaser's property. The Supplier may not use, exploit or dispose of any of the foregoing for its own benefit or for the benefit of third parties; however, in exceptional cases it may be subject to joint ownership, with shares proportionate to the respective contributions.

The parties shall keep confidential all documents, data, materials and information provided by the other party, and may not disclose them to any third parties nor use them for any purpose other than the execution and performance of the agreement, unless the other party has given its prior written consent.

4.- PRELIMINARY TESTS AND TRIALS. CONTROLS AND AUDITS. Where the Order provides for preliminary tests to be carried out, such tests shall be performed, unless otherwise agreed, at the location designated by the Purchaser and during normal working hours. Where the technical requirements are not specified in the Order, the tests shall be conducted in accordance with general practice in the relevant industrial sector. The Supplier shall test the Goods prior to shipment and shall ensure that they comply with the agreed specifications and with all obligations assumed. At the Purchaser's request, the Supplier shall provide certified copies of the test protocols, test sheets and/or inspection reports.

The Purchaser, in order to verify at any time the Supplier's compliance with each of the obligations assumed under the contractual relationship, reserves the right to carry out, directly or through external professionals freely appointed by it, such controls and audits as it may deem appropriate. The Supplier shall facilitate such verification by granting the Purchaser



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access to its premises and facilities and by providing, for that purpose, all information and documentation that may be required.

5.- QUALITY. The Supplier shall maintain a quality management system in accordance with the standards applicable to its type of supply and sector of activity, and shall ensure that all Goods and/or Services comply with the agreed specifications, drawings and samples, correspond fully in quality and quantity to the Order and any changes thereto, and are fit for their intended purpose. The Supplier undertakes to comply at all times with the quality control requirements implemented by the Purchaser from time to time. The Supplier shall provide all necessary manufacturing and origin certificates, as well as any required marketing certificates, instruction manuals in English and/or Spanish, and any other information required in relation to the Goods and/or Services.

6.- ACCEPTANCE AND REJECTION. Acceptance of the Goods and/or Services by the Purchaser shall take place: (a) upon delivery of the Goods and/or Services, subject to the Purchaser's approval; or (b) where acceptance tests have been agreed, upon completion of such tests or when they may be deemed to have been "satisfactorily completed".

The Purchaser shall reject or revoke acceptance of any Goods and/or Services that do not comply with the requirements of the Order and any changes thereto. In such case, the Purchaser may request a replacement delivery at no additional cost and may also, at its discretion, return the Goods or store them at the Supplier's risk and expense, and request reimbursement of the portion of the price paid. Where the Supplier makes a replacement delivery, it shall, at its own expense, collect and remove the defective Goods. Rejection shall not justify any extension of the delivery period. Rejection shall not prejudice the Purchaser's rights and shall constitute an additional remedy, without prejudice to any other rights or actions available.

Where acceptance tests or trials are to be carried out, the Purchaser shall determine the manner in which they are to be conducted, and the Supplier shall bear all associated costs.

7.- TRANSFER OF TITLE AND RISK. The Goods shall be transported at the Supplier's risk and expense. Title to the Goods and the risk of loss shall pass upon final acceptance of the Goods delivered to the agreed location, ready for use and in accordance with the agreement. Where an advance payment is made prior to delivery, title shall pass upon payment, provided that the Goods are subsequently found to be in conformity. In the event of rejection after delivery, the rejected Goods shall remain the Supplier's property as from the date on which non-conformity is notified. In the event

of early termination, even if the Goods have been delivered, the risk of loss shall remain with the Supplier.

8.- PRICE AND PAYMENT TERMS. The price shall be as stated in the Order. The prices set out in each Order are final and fixed and, unless otherwise specified in the Order, shall be on DDP terms (the Purchaser's factory or the place of destination in Spain designated by the Purchaser) in accordance with Incoterms® 2020. Prices are final and non-revisable and include, in addition to any costs, taxes (excluding VAT), duties or any applicable charges, everything that is the subject matter of the agreement and any ancillary performance not expressly detailed but which the Supplier must provide or perform for the proper fulfilment of its obligations. The currency shall be the Euro unless otherwise agreed. No adjustments due to exchange rate fluctuations shall be accepted. Where unit prices apply, the price shall be calculated on the basis of the number of units requested and delivered under the agreed conditions to the Purchaser's satisfaction. Only price increases resulting from the delivery of additional Goods or the provision of additional Services expressly accepted in advance in writing may be charged to the Purchaser.

The payment terms shall be those set out in the Order(s). Failing agreement, payment of the price shall be made by bank transfer once the Order has been delivered or completed in full to the Purchaser's satisfaction, within the agreed period (60 days, in the absence of agreement), calculated from the date of the valid invoice corresponding to the delivery of the Order. Any payments relating to partial deliveries made prior to complete delivery of the Order shall be deemed to be advance payments. The invoice shall state the Order number and the delivery note number. No invoices shall be issued until the Order has been properly and fully performed.

The Purchaser may set off its credit rights, or those of any other company in the Emenasa Group, against the Supplier and/or any companies belonging to the Supplier's corporate group, in respect of payment claims held by the Supplier and/or any companies within its corporate group, even where such claims are unrelated. In the event of a breach of the Supplier's obligations, the Purchaser may defer and/or withhold payments. Payment shall not constitute final acceptance of the Goods and/or Services; accordingly, the Purchaser shall retain all rights to which it may be entitled. If the Goods and/or Services do not meet the contractual requirements, the invoice shall be paid within the period agreed in the Order, but calculated from the date on which such defects are remedied. Where the Supplier's obligations include the delivery of technical data such as drawings, designs, operating and maintenance manuals, etc., and/or the carrying out of performance tests once installed, the Purchaser may



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withhold part of the price until compliance with the agreed requirements has been verified.

In the event of late payment, the Supplier may not suspend execution of the Order(s)

9.- EXECUTION DEADLINES. The deadline or schedule set out in the Order is of the essence and shall be binding on the Supplier. The Supplier shall give written notice if it is unable to meet the agreed deadlines. The Purchaser reserves the right to reject any Goods and/or Services not delivered within the specified time limits. Delivery shall be deemed to have been made when the Supplier makes the subject matter of the Order available to the Purchaser, in the agreed quantity, at the place and under the conditions indicated in the Order, and once it has been verified that it conforms to the Order and is accompanied by all documents and certificates required therein.

In the event of late delivery, the Purchaser shall, without the need for prior notice, be entitled to compensation for the damages and losses arising therefrom. Such compensation shall be payable at the rate of 1.00% of the total Order amount for each week of delay commenced, up to a maximum of 20% of the total Order amount, without prejudice to the Purchaser's right to terminate the agreement and to claim compensation for any additional damages caused by the delay, such as the cost of procuring the Goods and/or Services from third parties in order to secure performance of the Order.

10.- PURCHASER'S PROPERTY. All production items—such as designs, drawings, instructions, sketches, samples, models, moulds, tooling, etc.—provided to the Supplier by the Purchaser, or by a third party on the Purchaser's behalf, for the performance of an Order or for incorporation into other items, as well as any items manufactured from such production items, or manufactured at the Purchaser's expense for the better performance of an Order, shall remain the Purchaser's sole and exclusive property.

11.- INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS. The Supplier warrants that the supply of the Goods and/or Services does not infringe any third party intellectual or industrial property rights, and undertakes to indemnify and hold harmless the Purchaser and its customers against any claim arising from such infringement, to release them from any and all liability, and, at its own expense, to defend any dispute, claim, action or proceedings.

12.- SUPPLIER'S DECLARATIONS AND LIABILITY FOR DEFECTS. WARRANTY GRANTED. The Supplier represents that the subject matter of the supply is free from defects or faults, complies with all agreed terms and all applicable legal requirements, and is fit for and sufficient to achieve the

purpose set out in the Order. The Supplier warrants the conformity of the Goods and Services and shall therefore remedy any defect or lack of conformity (hereinafter, the "Defect(s)").

The Supplier warrants the subject matter of the Order for a minimum period of thirty-six (36) months from complete delivery, or twenty-four (24) months from commissioning by the Purchaser or the end customer, whichever occurs later, against any patent or latent defect or fault, whether in design, materials, manufacture, workmanship, packaging, transport, assembly, commissioning (where the Supplier is responsible therefor) or operation. At the Purchaser's option, the warranty shall cover not only free-of-charge repair, but also replacement (Goods) or re-performance (Services), within the shortest possible time, of the defective parts or of the Goods or Services themselves. All costs of removal, dismantling, assembly, reinstallation, customs formalities, insurance, transport, travel, accommodation and subsistence, as well as the risk of damage or loss during the foregoing stages and during repair, shall be borne by the Supplier. In the event of repair, transport shall be effected on EXW terms from the place where the Goods are located, and, in the event of replacement, on DAP terms to the destination designated by the Purchaser. Following repair, the Supplier shall update and/or replace all designs, drawings and manuals.

If, after being notified of a lack of conformity, the Supplier fails to comply with its warranty obligations by providing a satisfactory response within two (2) weeks, then, in the case of repair, the Purchaser may carry out the repair itself or have it carried out by third parties without prejudice to the warranty, and in the case of replacement, procure the appropriate Goods or Services from third parties, in each case at the Supplier's expense and risk. The corresponding amount may be automatically set off against any invoices outstanding and payable to the Supplier. The warranty for repaired or replaced items shall remain in force for at least twenty-four (24) months from the date of reinstallation or, where applicable, the successful completion of tests.

The warranty period for all equipment shall be suspended until the defect has been remedied. The Purchaser's customers and subsequent purchasers may enforce the warranty, provided it remains in force. The rights set out in this clause are without prejudice to any other contractual or legal rights or remedies available. In order to secure compliance with all the provisions of this clause, the Purchaser may require a bank guarantee in an amount equal to ten per cent (10%) of the Order price, in the form to be provided by the Purchaser to the Supplier, or may retain the same amount from the Order price.



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13.- CANCELLATION, SUSPENSION AND TERMINATION. Once an Order has been accepted, the Purchaser may cancel it, in whole or in part, before performance begins. The Purchaser may also, by written notice, suspend or reduce performance, or postpone delivery and payment, of an uncompleted Order or any part thereof. In such event, the Supplier shall immediately cease its works and the ordering of materials, without entitlement to any compensation. The Purchaser shall not accept any deliveries after notification of the suspension and shall only pay the price of supplies completed and the cost of works already commenced up to that point, duly substantiated in writing. The Supplier shall impose this condition on all its subcontractors and suppliers.

In supply agreements, without prejudice to the agreed term, the Purchaser may, at any time during the term of the supply or any extension(s) thereof, terminate the agreement with immediate effect for any reason or cause, subject only to giving prior notice to the Supplier: (i) at least one (1) month in advance, for supplies with a term of no more than one (1) year; (ii) at least two (2) months in advance, for supplies with a term of more than one (1) year, or which have been extended. In such case, the Supplier waives any right to receive any amount or compensation in respect of such early termination. The foregoing is without prejudice to the Supplier's right to receive any amounts outstanding in respect of supplies performed up to the time such early termination takes effect.

In addition to the causes established by law, those set out in the relevant sections of these GTC, and any others that may be stipulated in the Order or agreement, the contractual relationship shall be terminated if any of the following circumstances arise:

- a) Mutual agreement of the parties.
- b) Expiry of the agreed term, or where the Customer gives express notice of termination, in the manner and with the notice period provided for herein.
- c) Cessation or discontinuation, even temporarily, of the performance of the supply by the Supplier.
- d) Supplier's loss of any conditions, authorisations, licenses or other requirements necessary for the provision of the Services or delivery of the Goods.
- e) Failure by the other party to comply with any of the obligations assumed under the contractual relationship, provided that such failure is not remedied within fifteen (15) days of receipt of notice from the other party requiring that it be remedied.

Termination of the contractual relationship on any of the grounds set out in the preceding section shall not entitle the Supplier to claim any compensation or other amount.

Where the Supplier fails to perform its contractual obligations duly and on time, including those arising hereunder, or where it lacks the necessary technical or

financial capacity, without prejudice to any other agreed rights and penalties, the Purchaser may terminate the agreement in writing, with immediate effect, in whole or in part, and the Supplier shall not be entitled to any compensation, provided that the Purchaser pays the price for the supplies duly and properly performed up to the termination date, subject to any applicable deductions where losses and damages have arisen, which shall be claimed from the Supplier.

14.- LIABILITY. The Supplier shall be liable for all direct and indirect damages and losses, claims and penalties suffered by the Purchaser and/or its customers as a result of the Supplier's breaches, the acts or omissions of its employees, suppliers or subcontractors, or defects in the Goods or Services. The Supplier shall endeavour to mitigate the losses arising from defective performance by promptly notifying the Purchaser of any suspected defects, and shall defend, indemnify and hold the Purchaser harmless against any loss, damage, expense or third-party claim relating to the Supplier's breach of contract or defects in the Goods or Services.

The Purchaser shall not be liable to the Supplier for any direct or indirect damages or losses, including, without limitation, loss of production, loss of income or operating profits, loss of profit, loss of contracts, or any other incidental, indirect or consequential damages or losses.

15.- INSURANCE. The Supplier shall, at its own cost and expense, maintain, for the duration of the contractual relationship with the Purchaser, a civil liability insurance policy including cover for public/operational liability and product liability, with limits adequate to its activity and/or the products it markets. The Supplier undertakes, upon the Customer's request, to provide a copy of the policy or an insurance certificate evidencing that such cover is in force. The Supplier's failure to comply with the obligation set out herein shall entitle the Customer to terminate the agreement or Order.

16.- LABOUR AND SOCIAL SECURITY OBLIGATIONS. OCCUPATIONAL SAFETY AND HEALTH. The Supplier undertakes to comply with the relevant labour laws and regulations and, inter alia, to employ duly hired personnel who are suitably qualified to perform the contracted works, to be and remain up to date with the payment of the relevant wages, and to be up to date with all Social Security obligations. The Supplier shall indemnify and hold the Purchaser harmless against any consequences that may arise for the Purchaser from any action, claim or proceedings brought by a third party as a result of any breach of labour or Social Security requirements, and shall pay any amounts arising therefrom. In such cases of non-compliance, the Purchaser may withhold from any amounts accrued in favour of the Supplier an



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amount equivalent to the total liabilities that the Purchaser reasonably estimates may arise from such non-compliance. The Supplier shall adopt all measures necessary to comply with the applicable occupational risk prevention regulations and, where applicable, those set out in Spanish Law 31/1995 of 8 November, as amended from time to time.

17.- ASSIGNMENT AND SUBCONTRACTING. Neither party may assign the agreement or Order to any third party. The Supplier may subcontract the performance of specific works to third parties with the Purchaser's prior consent; however, the Supplier shall in all cases remain liable to the Purchaser.

18.- FORCE MAJEURE. Neither party shall be liable for any failure to perform its obligations where such failure is solely due to a Force Majeure event. A "Force Majeure event" means any event or circumstance beyond a party's reasonable control that could not reasonably have been foreseen, including natural disasters or catastrophic events such as fires, floods, earthquakes, typhoons, epidemics, wars, riots or revolutions. If any Force Majeure event continues for a period of thirty (30) days or more, the Purchaser shall be entitled to terminate any Orders affected by such event.

19.- ANTICIPATORY BREACH OF CONTRACT. The Purchaser may defer and suspend performance of its obligations and therefore of the agreement or Order, if it becomes apparent that the Supplier will not fulfil its obligations due to: (a) a serious impairment of its ability to perform or of its solvency; or (b) its inadequate behaviour in preparing to perform or in performing the agreement.

Any suspension of performance of the agreement or Order shall be notified to the other party and shall remain in effect until the Supplier provides sufficient assurance, to the Purchaser's satisfaction, of the due performance of its obligations.

20.- IT SECURITY. The Supplier represents that it has implemented, and shall maintain throughout the term of the business relationship, appropriate technical and organisational measures relating to IT security, cybersecurity and information security, as required under applicable laws.

The Supplier undertakes to comply with the IT security, cybersecurity and information security procedures established by the Purchaser and/or the end customer receiving the Goods and/or Services, and to adhere to and comply with the cybersecurity practices and standards applicable to the system or Service supplied (for example, ISO/IEC 27001, the TISAX standards, the NIST Cybersecurity Framework, the OWASP Project, IEC 62443, the Payment Card Industry Data

Security Standard (PCI DSS), etc.). The Supplier further undertakes to comply with all applicable laws and regulations in this area and with any policy communicated by the Purchaser.

21.- REVERSIBILITY. The Supplier undertakes to ensure the technical reversibility of the Services provided and to do everything necessary (from a legal and human resources perspective) to enable the Purchaser to resume the provision of the Services, or to have such Services resumed by a third party appointed by it, under the best possible conditions. In order to ensure the transfer of knowledge, the Supplier undertakes to respond in writing to all written questions submitted by the Purchaser.

In the event of the expiry or termination of the agreement, for any reason, the Purchaser shall be entitled to require the Supplier to provide all information necessary to enable the Purchaser to prepare for reversibility.

The Supplier shall maintain all technical and human resources needed to ensure continuity of the service and to make reversibility effective. Where reversibility arises as a result of early termination of the relationship due to the Supplier's breach or any other event not attributable to the Purchaser, the reversibility assistance services shall not be invoiced to the Purchaser.

22.- PERSONAL DATA PROTECTION. The Parties declare their full compliance with all relevant laws and regulations governing the protection of personal data and, in particular, Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the General Data Protection Regulation; hereinafter, the "GDPR"). The Customer informs the Supplier that any personal data provided by the Supplier under any agreement, offer and/or Order and/or that may be provided in the future in the course of the performance thereof will be processed solely for the purpose of facilitating the proper management and performance of the contractual relationship established between the parties, on the applicable legal basis. Such personal data shall only be disclosed to those entities and/or public bodies where such disclosure is required pursuant to applicable legal obligations. In this context, it is hereby stated that the provision of such personal data by the Supplier is necessary and constitutes a contractual requirement, such that, if such data is not provided and/or such disclosure is not made, the execution of the agreement will not be possible. The Customer shall retain the personal data for the period strictly necessary for the proper performance of the agreement and, where necessary, for any additional retention period legally binding upon the Customer.

Where the performance of any agreement, offer and/or Order entered into between the parties requires the



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Supplier to process personal data, having regard to its subject matter, the Supplier shall comply with the applicable data protection legislation and undertakes to enter into the corresponding agreement with the Purchaser, with the content and scope required by Article 28 of the GDPR.

The Supplier may not subcontract, in whole or in part, any services involving the processing of the Customer's information without the Customer's prior express written authorisation. Any approved subcontracting shall be subject to an agreement imposing on the subcontractor security and confidentiality obligations at least equivalent to those set out herein, and the Supplier shall remain jointly and severally liable for the subcontractor's acts and omissions.

Upon termination of the business relationship between the Customer and the Supplier, for any reason whatsoever, the Supplier shall, within thirty (30) calendar days: (i) cease all processing of the Customer's personal data; (ii) return such data—in a structured, commonly used and machine-readable format—or proceed with its certified destruction, as instructed in writing by the Customer; and (iii) delete all backup copies, unless there is a legal obligation to retain them, in which case the data shall remain blocked and subject to the same level of protection. The party carrying out such deletion shall provide a written certificate attesting to its proper completion.

23.- SUPPLIER COMPLIANCE. The Supplier shall comply with all applicable laws and regulations in each jurisdiction in which it carries out its activities. This includes, inter alia, compliance with laws and regulations relating to competition, corporate governance, taxation, financial reporting, employee rights, environmental protection, occupational health and safety, and export controls.

The Supplier respects and shall respect human rights as set out in the United Nations Universal Declaration of Human Rights (<https://www.un.org/Overview/rights.html>). The Supplier shall promote non-discrimination on grounds of race, ethnic or national origin, colour, gender, family status, sexual orientation, creed, disability, age, political beliefs, or any other characteristic protected by law. The Supplier shall promote equal opportunities. The Supplier shall support labour rights as defined by the International Labour Organization (see www.ilo.org/ilolex/english/convdisp1.htm). In this regard, the Supplier shall uphold freedom of association and the effective recognition of the right to collective bargaining. Where such rights are restricted by local law, the Supplier shall provide its personnel with alternative means of expressing their views. The Supplier shall not engage in any practice inconsistent with laws and regulations prohibiting child labour. The

Supplier shall not use any form of forced or compulsory labour.

The Supplier undertakes to fully comply with all relevant laws and regulations on bribery, money laundering and extortion, as well as with the rules of conduct and spirit of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the related commentaries (the "OECD Convention", see www.oecd.org under "Corruption"), and the International Chamber of Commerce Rules of Conduct to Combat Extortion and Bribery (the "ICC Rules", see www.iccwbo.org under "Anti-Corruption"), the Supplier having read and understood both the OECD Convention and the ICC Rules.

The Supplier shall comply with all applicable export control laws and regulations. The Supplier shall obtain all necessary export licences or authorisations required, as applicable, to perform its obligations hereunder.

The Supplier shall ensure that its sub-suppliers, if any, comply with the requirements hereof.

In the event that the Supplier fails to comply with any of the compliance obligations set out in this clause, the Customer shall be entitled to terminate the contractual relationship with the Supplier by simple written notice, with immediate effect.

24.- APPLICABLE LAW AND JURISDICTION. These GTC, the Order, their execution and any other legal relationship between the Purchaser and the Supplier shall be governed by Spanish common law, excluding its conflict-of-law rules and the 1980 Vienna Convention on Contracts for the International Sale of Goods.

Any dispute or litigation that may arise in connection with the interpretation, performance or fulfilment of the Order and the agreements and/or contracts entered into between the parties shall be submitted to the jurisdiction of the Courts and Tribunals of the city of Vigo, Spain, to the exclusion of any other forum.