



LIMPIAPARABRISAS - COMPONENTES AUTOMOCIÓN
WINDSHIELD WIPERS - AUTOMOTIVE COMPONENTS
ESSUIE-GLACE - COMPOSANTS AUTO
SCHEIBENWISCHER - FAHRZEUGBAUTEILE

The following General Conditions of Sale apply to DOGA GROUP, which includes the following subsidiaries: DOGA, SA - DOGA GESTIÓ, SLU – DOGA PARTS, SL. - DOGA Italia, S.R.L. - DOGA do Brasil, Ltda. - DOGA MEXICO COMPONENTES, SA DE C.V. - DOGA USA, Corp. - DOGA India, Pvt Ltd - DOGA NanTong Auto Parts Co., Ltd.

1. Services Provided

- A) The products/services will be supplied according to what has been established in the corresponding offer.
- B) When the offer is accepted, the client shall send an order to the DOGA GROUP subsidiary (hereinafter, “the subsidiary”). This order shall include an order reference number if required by the client and shall also include the offer reference number and the points that have been accepted.

2. Orders

- A) The contractual relationship starts from the moment the client signs the first order, although all orders are subject to acceptance by the subsidiary.
- B) All orders must be confirmed within 10 working days upon receipt of the order. Claims cannot be made against orders that have not yet been confirmed.
- C) The dates and delivery times indicated in the offer are indicative. The actual delivery times will depend on the supply times, manufacturing and receipt of the order, and these will be confirmed upon receipt.
- D) DOGA GROUP reserves the right to cancel unilaterally any manufacturing commitment and/or delivery if a situation of insolvency arises or no insurance has been taken out with the client or its subcontractors to cover business risks.

3. Prices and Invoices

- A)** The applicable taxes are not included in the offer, which will be included in the corresponding invoice.
- B)** If a service is contracted on a regular basis, the subsidiary may change the applicable prices for the following period.
- C)** Advance payments made by the client will be accepted up to 6 months before the service has been provided. It is understood that there will be no price variation during this period, except where paragraph 3.J) applies. If an order is cancelled, the part of the order corresponding to the period in which the supply has not been affected will be returned to the client, except for 15% of this period paid in advance to cover the administrative and planning expenses and 100% of the costs incurred in the provision of materials (including molds, if any).
- D)** Acceptance of the offer implies payment of the products or services under the specific conditions indicated therein, without these payments being affected by any applied financial assistance or benefits of any sort whatsoever.
- E)** DOGA GROUP reserves the right to review the prices offered if costs rise by more than **3%**.
- F)** The prices offered are exclusive and solely valid for the company and location specified in the offer. If deliveries are made to another company (a subcontractor or subsidiary or another location of the same company), the quoted prices may be changed.
- G)** The quoted prices are valid for the quantities indicated in the offer. DOGA GROUP reserves the right to change the prices if any new quantities are ordered or to reject the order if there is no information about quantities.
- H)** DOGA GROUP does not accept prompt payment discounts, except if specifically stated in the contract.
- I)** DOGA GROUP will automatically reject any deliveries and new orders being made if there are any delays in the payment.
- J)** The quoted prices are set in the currency of the country where the production site is located. If the prices are given in a different currency, they will be set to the currency exchange rate on the day of the estimate. If this exchange rate varies over time by more than 5%, prices may be reviewed.
- K)** Invoices will be payable within 30 days of their date of issue.
- L)** If the client fails to pay by the due date, the subsidiary will be entitled to interest as of the day on which payment was due, as well as to compensation for any expenses incurred to recover the payments. The applicable interest rate will be that which has been agreed between the parties or, failing that, 8 percentage points above the rate of the main refinancing facility of the European Central Bank.

4. Claims/Refunds

- A)** DOGA GROUP does not accept any claims for losses caused to its clients, or to the latter's clients, arising from the failure to comply with the delivery dates or any issues related to quality, unless this has been specifically agreed.
- B)** Any claims relating to the quality of the provisions will be managed in agreement with DOGA GROUP's quality procedures.
- C)** Refunds or payment requests will not be accepted without a positive resolution reached by DOGA's Product Quality Department.
- D)** A product is considered to be approved if it is accompanied by a Sample Acceptance Sheet that has been duly filled out by the client, or, if this is not the case, the client sends a formal purchase order (not a prototype).
- E)** DOGA GROUP will not be liable for any stoppages in the client's production line.
- F)** DOGA GROUP will not accept any claims regarding product quality when these are submitted more than 60 days after the date of receipt by the client.
- G)** DOGA GROUP will not accept any returns without a mandatory RMA (Return Material Authorization) issued by DOGA's Product Quality Department.
- H)** DOGA GROUP will not return any payments or replace materials until the defective/faulty products have been analyzed and it has been established that the root cause of the issue is DOGA GROUP's responsibility.
- I)** When a product can be repaired by the client, DOGA GROUP may accept the costs arising from the repair if so requested by the client, provided that the client duly informs DOGA GROUP about the applicable labor costs and the number of hours required carrying out the repair.
- J)** If DOGA GROUP opposes the repair being carried out by the client, it may send its own staff to the client's factory to carry out the repair, but it will not bear any costs that have not been approved previously by DOGA GROUP.
- K)** If a product not authorized by DOGA GROUP requires being reprocessed at the client's premises, DOGA GROUP will not bear the associated costs, unless the repair and its costs have been specifically authorized or there has been a refusal to present the goods at the client's premises in order to proceed with the reprocessing.
- L)** None of the companies within the Group accepts consequential losses, i.e. costs arising from the client's reprocessing or from the client.

M) Any claims regarding design will not be accepted for products/projects that have not been validated by the client. The acceptance and validation of samples involves the product's approval and the commitment to supply them accordingly. Any claims in relation to defects detected in the samples and accepted by the client in the validation procedure will not be accepted, unless a conditional acceptance that is limited to a certain period or certain quantity of parts has been issued.

N) Claims for product liability insurance will be subject to acceptance by our insurance company, and DOGA GROUP's liability will be limited to whatever agreed by the insurer.

5. Cancellations

A) The client may only cancel an order when submitting a written notification within 60 calendar days of the order's end date. In this case, paragraph 4.C) applies.

B) The subsidiary may only cancel an order when submitting a written notification within 90 calendar days before the order's execution date. This written notification will not be required if the client fails to meet its payment obligations or any other agreed with the subsidiary, which may stem from the original offer and/or its corresponding order.

6. Liability

A) DOGA GROUP will not be liable for failing to comply with any obligations, or for delays related thereto, established herein on grounds of force majeure or due to any circumstances beyond its reasonable control.

B) Only the client can take action as a result of not complying with obligations established herein. DOGA GROUP will not be liable for any emerging damage or loss of profit, whichever the origin thereof.

7. Responsibilities of the client

A) The client will provide the subsidiary with all the information and documentation required to carry out the contracted services or products.

B) The client promises not to hire any employees from the subsidiary during the validity of this contract and up to 6 months following its termination. Failure to comply with this provision, will result in the client having to compensate the subsidiary with an amount equivalent to a year's salary that the subsidiary would have paid to the contracted worker at the time the worker is contracted by the client.

8. Delivery. Passing of risk. Retention of ownership

- A)** Any agreed term will be construed in accordance with the INCOTERMS in force at the signing of the Contract. If no trade term has been specifically agreed, the delivery will be deemed as Free Carrier (FCA) at the destination specified by the subsidiary.
- B)** In case of delivery Free Carrier, the subsidiary, at the request of the client, undertakes to send the product to its destination, and the risk passes when the product is handed over to the first carrier.
- C)** The products will remain the property of the subsidiary until their price has been paid in full.
- D)** At the request of the subsidiary, the client will assist it in taking any measures necessary to protect its ownership over the product.

9. Miscellaneous

- A)** If the client's general conditions of purchase are not compatible with these conditions, the client may cancel the order. Not cancelling the order implies accepting these general conditions of sale.
- B)** Any conditions other than these must be agreed and included in an agreement or supply contract entered with the client. If no such supply contract exists, these conditions will prevail.
- C)** None of the parties may transfer this offer without the other party's prior written consent.
- D)** All drawings and technical documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the signing of the contract, will remain the property of the supplying party. Drawings, technical documents or other technical information received by one party will not be used, copied, reproduced, transferred or disclosed to a third party for any purpose other than that for which they were provided without the consent of the other party.
- E)** The parties submit themselves to the jurisdiction of the courts of the city in which the subsidiary is registered to resolve any legal disputes that may arise from the interpretation or execution of the clauses herein, expressly waiving any other jurisdiction which may correspond to them. This agreement will be subject to Spanish law.

10. Transportation

- A)** Transport costs for the replacement and return of defective materials will be borne by DOGA GROUP, provided that they are managed by it and its suppliers.

B) When excess transportation costs occur due to stoppages in the production line, these will be borne by the client, provided that the delivery date was duly confirmed by DOGA GROUP.

11. Personal Data Protection:

A) In compliance with the Spanish Personal Data Protection Law (Organic Law 15/1999), we inform you that the personal data you have provided will be incorporated into our electronic data files with the sole purpose of managing our business relationship.

B) The client may exercise its right to access, rectification and deletion of the personal data in possession of the subsidiary, as well as to object to its inclusion in its files. Any request related thereto must be submitted to dpd@doga.es.