



**General Procurement Conditions  
of GRUPO PRISA**



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## 1. APPLICABILITY OF THIS AGREEMENT

1. These General Terms and Conditions will apply to all purchases of products or goods.
2. The presentation of any Offer to **GRUPO PRISA** implies the acceptance of these General Terms and Conditions by the Supplier or Vendor whenever these parties have been awarded the Contract or Order.
3. These General Terms and Conditions will be applicable in all those matters that have not been otherwise expressly regulated in the Call for Bids or in the complementary documents that accompany the same.
4. Any exception to any of these General Terms and Conditions by the Supplier or Vendor, will only be valid if it has been previously formulated in writing, and has been accepted, also in writing, by **GRUPO PRISA**.
5. Any exceptions to these General Terms and Conditions will only be applicable to a specific Contract or Order, and are not understood as having been extended to other Orders or Contracts, past or future.

## 2. SCOPE

The scope of the contract includes, in addition to what is detailed in said contract, everything deemed necessary until final delivery of goods, services or products in conditions of use and perfect operation, in accordance with the technical specifications established.

## 3. DEFINITIONS

For the purposes of these General Terms and Conditions, the following words and expressions will have the following meanings:

**Letter of Invitation:** This is the document by means of which the Buyer invites potential Suppliers or Vendors to tender a bid. It also specifies the documentation that constitutes the Call for Bids.

**Buyer:** This refers to **GRUPO PRISA**. The term Buyer or **GRUPO PRISA** may be used interchangeably.

**Special purchasing conditions:** This document sets out any additional conditions, variations or exceptions to these General Terms and Conditions for each particular case, whenever these vary from those set forth in the General Terms and Conditions.

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**Contract:** This document, signed by both parties, formalizes the purchase agreement in cases where such agreement does take the form of an Order accepted by the Seller or Vendor.

**Contractual Documentation:** This is the set of documents consisting of the Order or Contract, of any documentation referred to therein, as well as any amendments and changes agreed upon by the parties that might subsequently arise and that are detailed in the appropriate exchange of correspondence.

**Document:** This is understood to include any medium that is commercially accepted (paper, fax, CD, email, memory storage systems or similar)

**Technical specification:** This is the document, or set of documents, usually prepared for each specific service or product, which describes the technical requirements, and, if applicable, the procedures for the verification of such requirements, as requested by the Buyer.

**Bid:** This is the proposal a Vendor or Bidder makes in response to a Call for Bids.

**Bidder:** This is the person or legal entity who presents a Bid.

**Order:** This is the document which, issued by the Purchaser and accepted by the Vendor, formalises the purchase agreement in cases where the agreement does not take the form of a contract.

**Call for Bids:** This is the set of documents by means of which **GRUPO PRISA** requests bids.

**Associated services:** This refers to the provision of services related to the service or product that both parties agree to have included with goods or products.

**Vendor:** This is the person or legal entity who undertakes to supply the goods, services or products.

## **4. CALL FOR BIDS. AWARDING PROCEDURE**

### **4.1. Call for Bids.**

A Call for Bids will include, unless expressly stated otherwise in the Letter of Invitation, the following documents, to be provided to all Bidders:

1. Letter of Invitation
2. Purchasing Conditions
3. Technical Specifications

Once the Call for Bids has been communicated or posted on the corporate website, **GRUPO PRISA** reserves the right to request written confirmation from bidders of their intention to present a bid, within the established time frame.

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All bids should have a minimum validity of 90 calendar days beginning from the last date on which they can be presented. The date on which the Bid is considered to have been received is when it is received at the address indicated on the Call for Bids.

The Bid should include a complete proposal for the supply of the goods or products in question and must address all the technical and financial/commercial aspects as required.

#### **4.2. Requirements to be met by bidders.**

Bidding is open to companies that have the appropriate structure and specialization, and that meet the technical and commercial selection criteria, especially with regard to technological compatibility within the current platform.

One strict condition for the presentation of bids and one of the criteria for awarding either partially or in full any such bids, is that each of the bidding companies must be able to prove, if applicable, that they meet the following requirements or be able to furnish the following additional information:

- Administrative authorization for the provision of the services required in the territories object of this specification.
- Be up to date in compliance with tax obligations.
- Be up to date with all Social Security obligations.
- Annual accounts (the latest ones to have been filed).
- Quality certificates from accredited bodies, as well as EFQM or Fundibeq seals if applicable
- Document that accredits company preventive model, the composition of its Risk Prevention Service and procedures and services offered to workers.
- Certificate from the insurance company specifying the terms and conditions and economic coverage contracted for civil liability insurance, expressly stating that these are in force and up to date with regard to premium payments
- Where bidders do not have a registered office in Spain, they must be able to demonstrate where their registered office is in the country where it is established

The Grupo Prisa reserves the right to request this documentation at any time during the negotiation process or during the fulfillment phase of the contracted service.

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### **4.3. Corporate Social Responsibility and obligations of the successful bidders**

The Procurement Policy and the selection and approval of suppliers is initially based on factors of efficiency, transparency, equal opportunities and respect for regulations, as well as on an assessment of economic factors, product or service quality, geographic coverage as well as integrity and compliance with obligations in all areas and especially in matters of tax, labor rights, Human Rights and environmental protection.

Prior to any negotiation, the supplier must register on the PRISA Procurement Portal

(<https://areadecompras.prisa.es/script/login/PRI/registro.asp?Language=SPA>) and provide, within the established deadlines, all information required by the approval forms and which will form the basis for selection.

At any time during the negotiation, Grupo Prisa reserves the right to carry out specific monitoring and inquiries aimed at confirming the correct management of any risks by the successful bidder.

Successful bidders must have adequate procedures and controls in place to completely prevent the violation of human rights, and they should give special attention to the rights of groups in need of special protection, depending on the specific circumstances.

Bidders will be provided with appropriate channels to notify PRISA immediately of any suspicion of a violations of human rights and will share a culture of zero tolerance with regard to the violation of said rights, acting proactively to guarantee the protection of people as a priority.

Prisa may require the successful bidder to show its plans aimed at fulfilling commitments to reducing pollution, recycling waste, with regard to climate change and / or protecting biodiversity as applicable to each specific case.

As we strive to respond new trends, we require guarantees of compliance with the legislation of each country in which we operate or with Spanish Legislation in terms of quality control of products.

Selected bidders must adapt the manufacture of materials to ensure compliance with conventions No. 138 and 182 of the International Labor Organization (ILO) concerning the employment of minors, and must also have internal management procedures in place to promote the equal treatment of women and men, to favor diversity, to prevent sexual harassment, as well as to favor a better work / life balance.

Failure to comply with these conventions will be cause for cancellation between the parties.

Likewise, during the procedure for awarding bids, preference will be shown towards those bidders that, at the time of proving their technical solvency, can show that the workforce of their workplaces includes not less than 2% of workers with disabilities, with the degree of disability being equal to or greater than 33%,

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all things being equal between these bidders meeting these criteria and others in terms of the objective criteria that serve as the basis for the award.

The winning bidder must be able to prove that it has adequate policies and procedures in place to prevent and properly manage corruption, bribery, and fraud, as well as money laundering.

#### **4.4. Selecting the winning bid**

After conducting the relevant studies and assessments, **GRUPO PRISA** will select the bidder or bidders it deems most appropriate.

The formalization of the selection shall be made by means of an Order signed by an authorized person in charge of the corresponding Business Unit or from **GRUPO PRISA's** Corporate Procurement Department and accepted by the Vendor, or through a Contract signed by both parties.

Once the award is formalized, relations between the parties will be governed by the Contractual Documentation.

The presentation of bids implies the absolute and total acceptance by the bidding company of the conditions required by the contracting company and which are set out in this Specification. The successful bidder will be solely responsible for the veracity of the data provided.

The misrepresentation of any data will be cause for cancellation of the offer, regardless of the reason.

**GRUPO PRISA** gives notice that selection does not, in any case, imply exclusivity, and the buyer reserves the right to contract directly with another provider if, in its opinion, it considers that it might not be possible to fulfill the entire Order or Contract within the timeframe and scope determined in the specifications.

### **5. VENDOR DUTIES AND OBLIGATIONS**

The Vendor shall act as an independent trader in the fulfillment of the bid and shall be fully responsible for the selection and monitoring of any personnel employed for the purposes of meeting the Order, exercising power of management in accordance with the current Laws and Regulations, and shall especially be obliged to comply with the provisions of labor legislation, Social Security and Occupational Health and Safety, as well as environmental legislation, and must make the documents thus accrediting this compliance available to **GRUPO PRISA**, upon request.

The successful bidder must comply with conventions No. 138 and 182 of the International Labor Organization (ILO) concerning the employment of minors. Failure to comply with said conventions will be cause for cancellation between the parties.

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In accordance with the provisions of art. 115 of Law 18/2003, of December 29, which brought into force a series of fiscal and administrative measures, preference will be shown towards those bidders that, at the time of proving their technical solvency, can show that the workforce of their workplaces includes not less than 2% of workers with disabilities, with the degree of disability being equal to or greater than 33%, all things being equal between these bidders meeting these criteria and others in terms of the objective criteria that serve as the basis for the award. **GRUPO PRISA** is entitled to immediately terminate any contract in the event a violation by the Vendor of this guarantee can be proven, and will seek to be compensated for any related damages, including those caused to the image of **GRUPO PRISA**.

The Vendor will appoint a person from his or her organization to act as their sole representative with **GRUPO PRISA**, and to liaise on all incidents that may arise during the fulfillment of the Order or Contract.

### **5.1. Insurance**

The Vendor will subscribe the necessary insurance policies and will be responsible for ensuring that all these insurance policies are correct and that they include civil responsibility with regard to occupational accidents and damages to third parties that derive from the execution of tasks associated with the contracted services .

The Vendor undertakes to carry out ongoing reviews of the corresponding policies during the entire term of the contract, being solely responsible for hypothetical damages in case of breach of this obligation.

### **5.2. Subcontracting**

The Vendor may not subcontract or assign all or part of the rights and obligations arising from the Contract, without the express and written authorization of the company.

In those cases where consent is given to subcontract, as outlined in the preceding paragraph, the Vendor shall be considered to be solely responsible for all obligations arising from the contract.

### **5.3. Communication**

The Vendor shall notify within 10 days of any substantial changes in the company such as a change of the main shareholders or changes affecting the management team. If, in the opinion of the contracting company, these modifications substantially change the company, this may result in the cancellation of the agreement or contract.

### **5.4. Discontinuity of the service**

If, as a result of labor disputes between the Vendor and its personnel, or for any other reason not expressly contemplated by law as cases of force majeure, the seller cannot fulfill provision of the contracted service, it must notify the

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Company as soon as possible. The Company will then communicate to the Vendor those services that it considers essential for the safety of persons and objects, in order for it to carry out the appropriate actions aimed at covering these. If, in spite of this, the Vendor is unable to provide them itself, the Company may resort to the services of other providers. This may result in the Vendor incurring any cost overruns, damages and losses that may occur and may result in the suspension of all obligations derived from this Contract and its Annexes until the aforementioned conflict has been resolved.

The Company reserves the right to cancel the service when the Vendor company, for whatever reason, ceases to be registered as a legal entity, or when there is a suspension of payments or bankruptcy.

### **5.5. Personnel**

The Vendor will be solely, strictly and rigorously responsible for personnel, and the contracting party shall not be party to any labor or union claims that may occur during the provision of the service.

## **6. DELIVERY AND INSPECTION**

Goods and products should be delivered on the date, to the place and in the conditions set out in the Contractual Documentation. The vendor undertakes to meet the final delivery date and partial delivery dates set out in the order.

**GRUPO PRISA** reserves the right to inspect all the material and/or equipment contracted in the place where they are manufactured, stored or fulfilled. To that end, its authorised representatives shall have free access at all times during the contract execution period to the workshops, commercial premises and factories of the supplier and/or subcontractors where the contract materials and/or equipment are being manufactured, stored or fulfilled. The vendor shall require that his suppliers and subcontractors provide **GRUPO PRISA** representatives with free access to their facilities.

## **7. PRICES**

Prices agreed upon are fixed for all purposes. The Vendor may not alter them nor are they subject to any revision or variation.

Prices include everything that is the subject of the contract, as well as the costs the vendor must bear in order to fulfill the contract, including packaging and transportation to the place agreed upon. The prices only exclude taxes such as VAT and the General Indirect Tax of the Canary Islands (IGIC).

Where unitary prices have been established, the total amount of the contract shall be that which results from applying said unitary prices to the units that are ultimately actually supplied or executed.

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## **8. BILLING AND PAYMENT CONDITIONS**

### **8.1. Billing**

Invoices, support documentation and related correspondence should be sent to the address indicated in the corresponding Contractual Documentation.

An invoice date cannot precede the date on which it is issued, in accordance with the Contractual Documentation.

Only invoices for items received in accordance with the delivery times and conditions described in section 6 above can be issued.

For supplies agreed upon for a set date which are met through the delivery of partial amounts, no invoice can be issued until the Order has been met in its entirety. The Vendor shall send a single invoice when the supply has been finalised.

Invoices that fail to meet the abovementioned requirements or that the Vendor issues without having the corresponding Contractual Documentation in his power shall not be admitted or entered in the books by **GRUPO PRISA**.

### **8.2. Payment**

All payments shall be made in accordance with the conditions agreed with each supplier, within the current regulatory framework.

In the event that the date on which **GRUPO PRISA** receives the invoice exceeds the invoice date by more than 15 days, this will be taken as the invoice date.

The payment of the price does not imply that **GRUPO PRISA** considers the Order to have been correctly fulfilled by the Vendor and nor does it imply that **GRUPO PRISA** renounces any rights that may correspond to it with regard to the Vendor. **GRUPO PRISA** expressly reserves its rights in this regard, notwithstanding any payment made.

**GRUPO PRISA** reserves the right to make payments on behalf of its subsidiaries, as well as to cover debts or credits that might exist between these and the same Vendor, duly notifying the Vendor of any such operations carried out. Except if expressly objected to by the Vendor, when acting on behalf of its subsidiaries **GRUPO PRISA** may choose to subrogate itself in the position of debtor or creditor of the subsidiaries with respect to the Vendor.

## **9. CREDIT TRANSFERS**

In no case shall the vendor transfer the rights and credits granted to it in the contract to third parties, nor perform any other operation that involves provision of any title, lien, commitment and/or transaction, either total or

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partial, on the abovementioned rights or credits unless it has previously obtained the express written consent of **GRUPO PRISA** for each operation.

## 10. DELAY PENALTIES

The Vendor's failure to meet the delivery dates or execution times, both partial and final, shall be penalised by applying a penalty of 0.5% for the total amount contracted for each full week of delay, up to a maximum of 10%.

In the event of flaws in the materials or equipment (regardless of their origin), in either their manufacturing or yield capacity, **GRUPO PRISA** shall be able to apply a penalty equal to the above for each week that passes without the corresponding repair work having begun. For the purposes of the above, **GRUPO PRISA** shall inform the supplier in a reliable manner of the flaw observed and the date when repair work should begin.

## 11. WARRANTY

The Vendor guarantees the goods, products and equipment against any type of design or manufacturing flaw for a period of one year beginning from the time they are put into service, without exceeding eighteen months from their delivery and agrees to replace or repair faulty goods, products or equipment to the satisfaction of **GRUPO PRISA**. The cost of replacement or repair work and all expenses incurred by **GRUPO PRISA** for this reason shall be the responsibility of the Vendor, including when replacements or repair work are done outside its facilities.

Any adjustments, work, repairs or replacements should be carried out in the time limit indicated by **GRUPO PRISA**, in the least injurious manner. **GRUPO PRISA** shall otherwise be entitled to carry out the work necessary itself or employ third parties, at the expense of the Vendor and without loss of warranty.

The warranty period shall be deferred during the time it takes to make the adjustments, work, repairs or replacements that have to be made in each case, which shall in turn be guaranteed after the work has ended for an equal time to the warranty period.

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## 12. SHIPPING CONDITIONS

All packages, boxes, bundles, etc. should be packed in an appropriate fashion for their transportation and storage.

The Vendor shall be responsible for any damage caused due to knocks, rusting, etc., that may be deemed attributable to inadequate protection.

Shipments of materials must be accompanied by a delivery note detailing the goods included in the shipment, along with the amount still to be delivered, and indicating in a clearly visible position the corresponding order number and item.

## 13. TAXES

In the case of domestic material and/or equipment, **GRUPO PRISA** shall only be responsible for the VAT or any other equivalent tax that might substitute this tax in the future

In the case of foreign material and/or equipment, taxes shall be settled as follows:

- a) The foreign supplier shall be responsible for all taxes, charges and liens in the countries of origin of the goods and the countries the goods pass through until their delivery at the destination, as well as any tax that could be imposed in Spain on profits obtained through the corresponding sale.
- b) **GRUPO PRISA** shall be responsible for customs tariffs, VAT and other official Customs expenses for the equipment or material imported.

The parties agree to meet all the requisites and fulfill all necessary procedures and to deliver all the documentation necessary to correctly meet tax obligations and for the payment of corresponding invoices.

## 14. INDUSTRIAL PROPERTY

The seller guarantees **GRUPO PRISA** – and is obliged to provide documentation to this effect if required – that it is in possession of the necessary patents, licenses and other documents associated with industrial property to fulfill the stipulations of the contract.

In the event that, due to the fault or negligence of the vendor and as a consequence of the lack of any of the licences referred to in the previous paragraph, **GRUPO PRISA** should be negatively affected with regard to the use of the goods that are the subject of acquisition, the vendor:

- will guarantee that **GRUPO PRISA** is not party to any third party claim

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- will pay **GRUPO PRISA** for any damages incurred
- will pay a penalty equivalent to the full amount of the contract for the supply of the goods.

## **15. TERMINATION**

In the event that the Vendor fails to fulfill any of its contractual obligations, **GRUPO PRISA** will be entitled to terminate the contract. For this purpose, it is sufficient to notify the Vendor in writing and pay the amount corresponding to the portion of the contract correctly fulfilled to date, with any deductions that may be applicable. The Vendor shall have no right to the payment of any other amount in the form of compensation.

## **16. FORCE MAJEURE**

A force majeure event that renders the Vendor's performance of some or all of its obligations under this Agreement impossible, shall be considered as such only under the following circumstances:

- a) Earthquakes, tsunamis, catastrophic fires or floods officially declared to be disasters.
- b) Damage caused by armed or violent groups in time of war, sedition or civil disturbances.
- c) Legal strikes that exceed the scope of the seller's company and whose termination does not depend on its decision.

## **17. JURISDICTION**

The parties shall endeavour to harmoniously solve any question that might arise with regard to interpretation of or compliance with this contract. In the event that the question cannot be resolved in this way, the parties submit to the jurisdiction and powers of the Courts and Tribunals of Madrid and expressly waive any other code of laws that might pertain to them.

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## **18. PRIORITY**

These general conditions shall be applicable so long as the Special Purchasing Conditions of the contract do not establish other criteria, in which case the latter shall prevail.

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