

# PURCHASING POLICY

## SECTION 1 – SPECIAL CONDITIONS

Please note that by accepting this Order, you have agreed to comply with: (i) the General Terms; (ii) the Code of Ethics; (iii) the Quality, Safety, Health and Environmental Policy; and (iv) REACH Information, all available on the GMI website <http://www.gmispain.net/>.

This Order shall become effective, and both the Customer and the Supplier shall be bound by the Special Conditions and the General Conditions, once their terms have been accepted by any of the following means: (i) receipt by the Customer of the Supplier's acceptance of the Order by email or sales confirmation document, within ten (10) business days following the date of receipt of the Order; (ii) receipt by the Customer of a copy of the Order by fax or email signed by an authorised representative of the Supplier within ten (10) business days following the date of receipt of the Order; (iii) receipt by the Customer of an original of the Order signed by an authorised representative of the Supplier within ten (10) business days following the date of receipt of the Order. In the event that the Supplier returns only a signed copy of the Special Conditions of this Order, the agreement between the Parties shall also be deemed governed by the provisions of the General Conditions of the Order; (iv) in the absence of (i) and (ii) above, if the Customer does not reject the Products and/or Services supplied within fifteen (15) business days following receipt of the Order, when such Products have been delivered or Services have been provided prior to receipt of the Order; or (v) any conduct by the Supplier that may reasonably be interpreted as acceptance, including but not limited to any activity involving partial or total performance of the Contract.

In the event that the Supplier has previously submitted a quotation to the Customer in relation to the Products or Services, this Order shall be deemed an acceptance of such quotation, subject to the terms and conditions contained therein, and the Supplier shall not be permitted to refuse delivery of Products or provision of Services at the price and rates offered in the quotation for such products or services.

The Customer shall not be bound by the Supplier's terms and conditions (including general terms and conditions), regardless of whether (i) such terms and conditions are habitually used in the course of the Supplier's operations; (ii) such terms have

been proposed before or after the date of issue or receipt of this Order; or (iii) any such terms and conditions are standard or similar to the terms of this Order. Additional or different conditions contained in or delivered with the Supplier's acceptance shall not apply to this Order (including the Special Conditions and General Conditions) unless incorporated into this Order by typewritten or handwritten addition expressly accepted by an authorised representative of the Customer or by a document signed by an authorised representative of the Customer making reference to such additional or different conditions.

Future additional purchase orders between the Customer and the Supplier that have not been attached to the General Conditions shall also be governed by the General Conditions, unless expressly excluded or replaced by other terms and conditions.

The conditions agreed in the Special Conditions shall prevail in the event of any conflict or inconsistency with the General Conditions.

## SECTION II – GENERAL TERMS

### 1. Definitions

For the purposes of these terms:

- **"Scope of Services"** means the scope of services as described in the Order or, if no scope of services is specified, the last one provided by the Supplier in similar circumstances, or if the Supplier has never provided a service, that described by the Supplier in its commercial literature.
- **"Customer"** means GMI Global including its Affiliates, successors and permitted assignees: Global Metwire Injection, GMI Americas and any other affiliate or assignee.
- **"Code of Ethics"** means the code of conduct issued by the Customer incorporating the guidelines and standards of integrity and transparency applicable to all its employees and directors, available at [www.gmispain.net](http://www.gmispain.net).
- **"General Conditions"** means this Section II of the General Conditions.

- **"Contract"** means the Order, once expressly or implicitly accepted by the Supplier.
- **"Pre-existing Intellectual Property Rights"** means any intellectual property rights owned by the Supplier prior to the Contract.
- **"Intellectual Property Rights"** means all rights in inventions (patents), utility models, copyright and related rights, trade marks, service marks, trade names, domain names, industrial designs, computer programs, databases, integrated circuit topographies, confidential information, know-how, trade and industrial secrets and any other intellectual property rights, in all cases whether registered or unregistered, including all applications and renewals, extensions, continuations, substitutions, revalidations, reissues or extensions of such rights, as well as all rights and all analogous or similar or equivalent measures of protection that apply in any part of the world.
- **"Specifications"** means the specifications of the Products or Services as described in the Order or, if no specifications are provided, those described by the Supplier in its business documentation.
- **"Triggering Event"** means each of the following circumstances: (i) if the Supplier is subject to a change of control (the term "control" as defined in the term "Affiliates"); or (ii) if a Competitor (i.e., a person engaged in any activity that is identical, similar, competitive with, or actual or potentially adverse or detrimental to the business of the Customer or any of its Affiliates) or an affiliate of any Competitor, or any person having a significant interest in, or exercising significant influence over a Competitor or any of its Affiliates, acquires, directly or indirectly, in any manner whatsoever, voting shares or other equity interests in the Supplier, or the right to vote such voting shares or other equity interests, regardless of whether such voting shares or other equity interests, confers control (the term "control" as defined in the term "Affiliates") over the Supplier.
- **"Affiliates"** means any person specified or any other person which, directly or indirectly, controls or is controlled by or is under the control of such specified person. For the purposes of this definition, "control" when used with respect to any specified person means the power to direct the management and policies

of such person, directly or indirectly, through the ownership of voting securities or the right to elect the majority of the board of directors; and the terms "controlling" and "controlled" have correlative meanings to the foregoing.

- **"GDPR"** means the General Data Protection Regulation of the European Union (EU) 2016/679.
- **"Material Safety Data Sheet"** means a written form containing: (i) a detailed description of the hazards and properties of a particular substance (including, among others, physical and chemical properties); (ii) procedures for the handling and storage of such substance; and (iii) any other information that may be required by applicable laws.
- **"Confidential Information"** means all proprietary information, intellectual property rights, drawings, specifications, technical data and any other document or material, whether written or oral, provided by or on behalf of the Customer in connection with the Products or Services performed under the Contract or related to the commercial or industrial information of the Parties.
- **"Applicable Laws"** means any law, regulation, statute, code, rule, order, permit, policy, licence, certification, decree, standard or interpretation imposed by any governmental authority applicable to the Contract or the Parties, including, without limitation, any of the countries where the products are manufactured, delivered, used or stored, or the Services are provided.
- **"Hazardous Materials"** means any substance or material covered by the United Nations Recommendations on the Transport of Dangerous Goods, as well as any substance or material classified as hazardous or dangerous by the applicable legislation of the Supplier's and Customer's country.
- **"Market"** means the market in which the products and services (including all Products and Services) are bought and sold.
- **"NORM"** means naturally occurring radioactive material.
- **"Covered Country"** means a country listed in the list of conflict-affected and high-risk areas (CAHRAs) as defined by EU Regulation 2017/821.

- **"Parties"** means, collectively, the Customer and the Supplier.
- **"Order"** means the purchase order issued by the Customer to the Supplier containing the Special Conditions and the General Conditions.
- **"Products"** means the products that the Supplier must supply in accordance with the Contract.
- **"Services"** means the services that the Supplier must provide in accordance with the Contract.
- **"Customer Property"** means all supplies, materials, facilities, tools, patterns, jigs, fixtures, gauges, equipment and any other property provided to the Supplier by the Customer to perform the Contract.
- **"Supplier"** means the person or company named in the Order as supplier of Products or Services, including its subcontractors, sub-suppliers, Affiliates, successors or approved assignees.
- **"Claims"** means all and any demands, claims, actions, judgments, suits, damages, losses, costs, expenses and liabilities (including reasonable attorneys' fees, costs and other litigation expenses), fines, penalties, awards or assessments of any kind or nature that arise from, or relate to, the performance of or subject matter of this Contract, including those brought by third parties.
- **"Services"** means the services described in the Order that the Supplier must provide in accordance with the Contract.
- **"Special Terms"** means the Special Terms of Section I.
- **"GMI Website"** means the website located at <http://www.gmispain.net>.

## 2. Entire Agreement

The General Conditions and Special Conditions constitute indivisible parts of the Order.

This Contract represents the entire agreement of the Parties with respect to the supply of the Products and Services described in the Special Conditions and supersedes all prior agreements with respect thereto.

The conditions agreed in the Special Conditions shall prevail in the event of any conflict or inconsistency with the General Conditions.

### **3. Applicability**

The General Conditions shall apply to all purchases of Products and Services agreed with the Supplier, unless expressly stipulated otherwise in writing.

### **4. Electronic Procurement**

The Supplier understands that GMI may use an electronic procurement process in relation to business transactions from order to payment, such as, among others, the purchase/service order, receipt/acceptance order, change order, shipment notification, work receipt and invoice. The Supplier acknowledges that the use of electronic communication shall be a valid and binding method of communication.

### **5. Business Integrity and Transparency – Conflict of Interest**

The Supplier shall ensure compliance with the general standards and principles of the Code of Conduct by the Supplier, its directors, officers, employees, agents and subcontractors. The Supplier is requested to report any irregularities or breaches of the Customer's Code of Conduct.

The Supplier shall maintain, at the Customer's request, complete and accurate records identifying the amount and the recipient(s) of any payment made by the Supplier on behalf of the Customer. A copy of such records shall be provided to the Customer upon request. At no time shall the Supplier, its directors, officers, agents, employees or subcontractors make such payment to third parties.

The Supplier warrants that its owners, directors, officers, employees, agents and subcontractors are not agents, employees nor otherwise affiliated with any government or instrumentality of any government, and that the Supplier shall inform the Customer of any change in such status. The Supplier undertakes to promptly, completely and truthfully respond to any questions from the Customer regarding the Supplier's anti-corruption programme and other corruption-related controls, and to fully cooperate in any investigation by the Customer into a breach of this anti-

corruption provision. The Customer reserves the right to audit the Supplier's compliance with the terms of this anti-corruption provision.

The Supplier is aware that the Customer may conduct anti-corruption due diligence on the Supplier, its directors, officers, agents, employees or subcontractors providing Services in connection with the Contract, whenever the Customer deems it appropriate or necessary. Furthermore, the Supplier shall update the information provided to the Customer whenever any change may cause such information to become false, inaccurate or incomplete.

Should the Supplier breach any of the obligations of this clause 5, the Customer shall have the right to unilaterally terminate the Order, without the Supplier being entitled to claim any compensation, except for Products sold and delivered to the Customer or Services provided prior to termination.

## 6. Product Specifications

All Products delivered by the Supplier shall fully comply with the Specifications, and all Services provided by the Supplier shall fully comply with the Scope of Services. In the absence of specifications, the Supplier shall provide Products or Services, as applicable, that are state-of-the-art and meet the highest professional standards and the highest commercial quality.

## 7. Reliance

The Customer may rely on any information relating to the Products and Services and their use, such as weights, dimensions, capacities, prices, colours and other data contained in the Supplier's catalogues, brochures, circulars, advertisements, illustrations and price lists, provided that, in the event of any discrepancy between such information and the terms of the Contract, the terms of the Contract shall prevail.

## 8. Packaging and Labelling

Packaging (or containerisation, if applicable) shall be carried out as stipulated in the Special Conditions or, in the absence of specific instructions to this effect, the Supplier shall ensure that the packaging and labelling meet the best international standards and practices and are suitable to withstand all hazards during transportation and storage. The packaging of the Products shall be suitable for the mode of transport

used to deliver the Products to the destination point and in such a manner as to ensure that the Products are fit for purpose upon receipt by the Customer.

Any loss, destruction or damage resulting from inadequate or defective packaging or labelling shall be borne by the Supplier. The Supplier shall instruct the carrier and shipping company to keep the Products protected and under cover throughout the journey. This instruction shall be indicated by placing clear markings on each package.

The stowing and arrangement of the products must be appropriate to ensure unloading at the Customer's facilities using conventional forklifts. If this is not complied with, the Customer may decide to reject the product or send it to a third party for unloading with all safety and quality guarantees. The Supplier must bear all costs that may arise from these safe loading and unloading operations.

In the event that the Products require special handling, loading or unloading, the relevant instructions shall appear on the packing list as well as on the bill of lading or transport document. The Supplier shall provide this information prior to delivery of the Products. If the Products suffer any damage due to failure to comply with this obligation, the Supplier shall bear all costs (including, but not limited to, import duties and costs incurred for delivery of repaired or replacement Products to the Customer). Unless otherwise specifically agreed in the Special Conditions, packaging crates and containers shall be considered non-returnable.

The Customer shall have the right, at its sole discretion, to place on the Products such signs, trade marks or names as it deems fit. If requested by the Customer, the Supplier shall, prior to delivery of the Products, mark the Products and any related documentation or materials in accordance with the procedures and instructions provided by the Customer.

All Products or Services must comply with the applicable European Union legal requirements in each case and must be identified with the CE marking. The Supplier must provide the Customer with the CE Certificate of Conformity for the products when required.

## 9. Hazardous Materials

The Supplier shall provide the Customer with Material Safety Data Sheets and other requested documents relating to Hazardous Materials in the official language of the destination country, in accordance with applicable local requirements. The Supplier shall comply with all laws and regulations of the destination country regarding the

packaging, labelling and shipment of Hazardous Materials applicable in the country of origin, country of destination and country through which the Product will transit.

Hazardous materials must be properly packaged, separated from all other materials and must not be within other containers. The Supplier shall follow the United Nations Recommendations on the Transport of Dangerous Goods and packages must be marked and labelled with marks and labels as stipulated by the applicable regulations according to their mode of transport: road transport, IATA DGR: International Air Transport Association Dangerous Goods Regulations, International Civil Aviation Organisation (ICAO) Technical Instructions, IMDG: International Maritime Dangerous Goods Code of the International Maritime Organisation (IMO), ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road, RID: Regulations concerning the International Carriage of Dangerous Goods by Rail, ADN: European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways and with the regulations and codes defined by the local government and regulatory agencies within the country of origin, country of destination or country through which the Products will transit. In complying with all local regulations and codes, the Supplier shall ensure that the required documentation, duly completed with correct information, is supplied without delay to the relevant local regulatory authority.

The Supplier shall defend, indemnify and hold harmless the Customer, consumers and users of Products and Services from and against all Claims associated with, related to, or arising from, any actual or alleged breach, or any failure to comply with any obligation arising from any Applicable Law with respect to the manufacture, handling, packaging, labelling and shipment of Hazardous Materials.

## **10. Warranty - Quality**

The Supplier warrants that all Products supplied under the Contract (i) shall conform to the Specifications, (ii) shall be fit for the intended purpose, (iii) shall meet the performance requirements set forth in the Contract, (iv) shall be free from defects in materials and workmanship, and (v) shall be new, unused and not refurbished.

The Supplier shall issue and deliver a formal quality certificate for each Product or batch of Products.

Furthermore, the Supplier warrants that all Services shall be performed in a professional and workmanlike manner, with the degree of skill and care required by current professional procedures, and in accordance with generally recognised commercial practices and standards in the industry for similar services. The Supplier further warrants that the Services shall be free from defects and deficiencies and shall be completed in accordance with the applicable Scope of Services and shall be correct and appropriate for the purposes contemplated in the Contract.

The service provider must warrant that its company is duly incorporated, with authorisations, licences, permits, etc. to carry out its activity in the country where the services will be provided and up to date with its obligations to the State (Tax Agency, Social Security, etc.), that all its own human resources and any possible subcontractors are duly contracted, insured and trained in accordance with European and national regulations of the country where the services are provided and that they are trained and accredited for the tasks they will perform in the provision of the service, and that all vehicles, machinery, tools and materials, whether own or subcontracted, comply with applicable European and national legislation in the country where the services are provided. All these aspects must be objectively evidenced prior to the commencement of service provision by sending certificates, cards, or any type of written evidence that must be reviewed by the Customer prior to authorising the provision of services.

Unless the Contract expressly provides otherwise, the Supplier's warranty shall have a duration of two (2) years from the date of receipt of the Products by the Customer or provision of the Services by the Supplier, provided that if a Product or part thereof is replaced or repaired, or if a Service is rectified or re-performed, a new two (2) year warranty period for that Product or part of the Product or Service, as applicable, shall commence from the date on which such Product or part of the Product is replaced or repaired or such Service is rectified or re-performed.

The Supplier further warrants good title to all Products to be delivered hereunder and that the Products shall be free from any real warranty and from any right, claim, lien, charge and encumbrance (including, but not limited to, seizure, enforcement of seizure, lien, seizure lien, seizure proceedings or trust proceedings). This warranty shall be in effect for one (1) year from the date on which the Customer becomes aware of an event that disturbs or affects the Customer's title to the Products and shall remain in effect with respect to any claim made by it within such period until the Supplier has complied with all its obligations under this warranty.

Receipt of Products by the Customer, provision of Services by the Supplier and payment shall not be construed as acceptance by the Customer of the Products' conformity with the Specifications or the Services' conformity with the Scope of Services.

The warranty obligations set forth in this Article 10 shall extend to the Customer, customers and users of the Products and Services.

The Supplier shall ensure that all warranties provided by subcontractors and manufacturers are consistent with the warranties set forth in this document. The Supplier shall assign to the Customer any warranty obtained from manufacturers, subcontractors or third parties. If any warranty cannot be assigned directly for the benefit of the Customer, the Supplier shall use its best endeavours to make such warranty available for the benefit of the Customer.

Notwithstanding the foregoing, the Supplier shall be responsible for all acts or omissions of any subcontractor as if they were acts or omissions of the Supplier.

## **11. Inspection, Certification and Quality Assurance Requirements**

The Customer shall have the right to inspect the Products and Services at any of the Supplier's or its subcontractors' facilities at any time, including during the manufacturing or performance process and prior to shipment. To this end, the Supplier agrees to permit the Customer's representatives access to the aforementioned facilities at any reasonable time for the purpose of inspecting the manufacture of the Products or the performance of the Services by the Supplier, including, without limitation, access to any premises where the Products may be stored to enable the Customer to determine whether the Products are stored at such premises and to inspect, count and retrieve them, at the Customer's expense.

The Supplier shall also provide all information reasonably requested by the Customer. The Customer reserves the right to appoint permanent representatives at the Supplier's facilities if it deems this appropriate for proper coordination of activities.

If, following inspection or testing of the Products or Services or any part or component thereof, the Customer reasonably determines that the Products or Services are unsatisfactory due to loss, destruction or damage, defective material, inferior quality

or workmanship or any other failure to conform to any Contract requirement, the Customer shall have the right, in addition to any other right or remedy it may have in respect thereof, to refuse to accept delivery of the Products and supply of the Services or to return such non-conforming Products to the Supplier, and all amounts paid by the Customer to the Supplier on account of the price or rates thereof, together with any costs incurred by the Customer in respect of the return of the Products, shall be refunded by the Supplier to the Customer, and the Supplier shall not subsequently deliver to the Customer any other Product to replace such unsatisfactory or rejected Products nor perform any other service to rectify such unsatisfactory or rejected Services unless the Customer orders in writing the replacement of such Products or the re-performance of such Services. The Customer reserves the right, even after having paid for the requested Products or Services, to make a claim against the Supplier in respect of any such Products and Services considered unsatisfactory or defective or which fail to meet Contract requirements. Without prejudice to other actions the Customer may have available under the Contract or by law, the Supplier shall reimburse the Customer for all costs incurred in connection with the inspection and testing of defective Products or Services, including but not limited to remuneration, accommodation and subsistence of the Customer's representatives.

If the Supplier is authorised to subcontract or sublet all or part of its obligations under Article 29, the Customer shall have the right to carry out the inspections and tests set forth in this Article 11 at the subcontractor's facilities. The Supplier shall ensure that agreements with authorised subcontractors grant the Customer the rights and powers set forth in this Article.

The fact that the Customer has inspected or failed to inspect the Products or Services shall not relieve the Supplier of any of its obligations (including but not limited to the Supplier's obligations under Article 10 of this document).

## **12. Change Orders**

The Customer may at any time, by written order delivered to the Supplier, make changes in the Supplier's commitments under the Contract, including, among others, changes in (i) the Specifications and Scope of Services; (ii) the quantity of Products to be purchased and units of Services to be provided; (iii) the method of shipment or packaging; and (iv) the dates and places of delivery and performance. The Supplier may not refuse to comply with changes requested by the Customer. If such changes cause an increase or decrease in the cost or in the time required for the Supplier to perform its obligations under the Contract, an equitable adjustment shall be made in

the price of the Products or rates of the Services or in the delivery schedule or performance schedule. The Customer shall not be required to make any equitable adjustment in favour of the Supplier if the Supplier does not make a written request therefor within ten (10) calendar days from the date of receipt of the change order.

### 13. Compliance with Laws and Regulations

Without limitation to any other provision of this Contract, the Supplier shall comply with all Applicable Laws, Registrations, Authorisations, Concessions and Permits. If any permit, licence or other authorisation obtained by the Supplier or any other member of the Supplier's group contains restrictions on the use, distribution, transfer, export or re-export of any information or technology provided to the Customer under this Contract, the Supplier shall notify the Customer of such restrictions at the time the information or technology is provided to the Customer.

The Supplier shall defend, indemnify and hold harmless the Customer, customers and users of Products and Services from and against all Claims associated with, related to, or arising from, any actual or alleged breach, or any failure to comply with any obligation arising from Applicable Laws.

### 14. Health, Safety and Environment (HS&E)

#### 14.1. HS&E Requirements

When providing Services within the Customer's facilities, the Supplier shall comply with the Customer's internal Health, Safety and Environment requirements, regulations, procedures and policies.

The Service Provider must ensure that its company complies with the provisions of Article 10.

When Services are provided at the Customer's facilities, the Supplier must provide all documentation indicated in Article 10 and any other that may be requested, as well as collaborate with the Customer in the Coordination of Business Activities to ensure the provision of the Service under safe conditions.

The Supplier and all its personnel must be informed of the risks associated with the Customer's activity and must in turn openly inform the Customer of the risks associated with the activities associated with the provision of its Service. The Supplier must collaborate in the safe planning and execution of tasks.

The provision of Services involving the performance of tasks that entail a particularly critical risk, such as work with minors, electrical work, work at height, among others, shall also require the preparation of a Work Permit that must be issued daily by the Customer together with the Supplier prior to the start of the works.

To the extent reasonably possible, the Supplier shall take all necessary precautions to protect the Customer, the Customer's customers, the end user and other persons who at any time are directly or indirectly affected by the Supplier's operations and those of any of its subcontractors. The Supplier shall familiarise itself with the place of performance of the Services and with the risks that may arise in the performance of the Contract.

The Supplier and its subcontractors shall promptly and accurately report to the Customer all accidents, injuries, spills, other damage and all incidents affecting HS&E, whether actual or potential. In such case, the Supplier and any of its subcontractors shall suspend work and immediately meet with the Customer to analyse and jointly find the appropriate corrective actions.

In case of breach of this article by the Supplier or any of its directors, officers, employees or subcontractors, the Customer may, at its sole discretion, terminate the Contract and any applicable Order at any time without any liability and, without prejudice to any other provision of the Contract or by law, shall not pay any compensation or reimbursement to the Supplier for any work performed after the date of such breach. The provisions of article 30 shall also govern the effects of termination under this article. If the Contract is terminated by the Customer in accordance with the aforementioned provision, the Supplier shall nevertheless defend, indemnify and hold harmless the Customer with respect to all losses or damages suffered by the Customer as a result of such termination and the circumstances that caused it.

#### **14.2 Asbestos and Other Prohibited Materials**

The Supplier and its subcontractors shall assess the environmental risks of the materials and supplies used together with the Products and Services and shall use substitute materials that present fewer risks whenever possible.

#### **14.3 Prevention and Control of Radioactive Contamination: NORM**

The Customer prioritises the detection of products potentially contaminated with NORM. The Supplier shall take all reasonable measures to detect and prevent the delivery to the Customer of Products potentially contaminated with NORM. Upon delivery of the Products, the Supplier shall provide a certificate certifying that all Products have been scanned with an appropriate scale detector to measure the

values established in this document and that they do not contain more than 50 micro Rontgen (R) per hour or 0.5 micro Sievert (Sv), including background radiation, or less than gamma radiation activity. The failure to request such certificate shall not exempt the Supplier from strict compliance with the obligations set forth in this document. Upon receipt of the certificate and prior to accepting the Products, the Customer's representative may take all necessary measures to comply with local regulations and its internal policies. If the Customer reasonably determines that the Products are potentially contaminated with NORM or the Supplier does not provide the certificate or such certificate does not certify that all Products have been scanned with an appropriate radioactivity detector and contain 50 micro Rontgen (R) or less per hour or 0.5 micro Sievert (Sv) including, without limitation, background radiation or less than gamma radiation activity, the Customer shall have the right, in addition to any other right or remedy under the law, to refuse delivery of the Products or to return them to the Supplier. All costs and expenses incurred by the Customer in relation to the returned or rejected Products shall be deducted from any payment due to the Supplier. The Supplier undertakes to defend, indemnify and hold harmless the Customer, its Affiliates, subcontractors, consumers and users of the Products from any liability in respect of all Claims that it may incur as a result of or in connection with the breach of any of the aforementioned obligations. Whenever local regulations establish stricter requirements than those set forth herein, the local regulations shall be followed by the Supplier. This provision applies only to Products that are (i) previously used in a well during oil activities; (ii) used for the supply, without limitation, of field services, technical assistance and operation, drilling and operation; (iii) owned by third parties and with respect to which the Customer provides cleaning, threading and reconditioning services; or (iv) rented to perform any of the foregoing.

#### **14.4 Compliance with Export and Import Obligations**

For deliveries of raw materials in European territory, the Supplier shall comply with all export and import requirements and obligations relating to the Products supplied below, including, without limitation, the requirements of European Regulation No. 1907/2006 (REACH) on the registration, evaluation, authorisation and/or restriction of chemical substances, even when such requirements and obligations are imposed by Applicable Laws on the Customer as importer of the Products. Such commitment includes, in particular and without limitation, compliance with the pre-registration and registration procedures for the substances in question (also by appointing a sole representative, where appropriate), transmission of data relating to substances of very high concern (SVHC), updating of the safety data sheet in the language of the country to which the Products are destined, and compliance with the requirements defined in the

latest update of Annexes XIV (authorisation) and XVII (restrictions) of Regulation (EC) No 1907/2006 and its amendments.

In addition, the Supplier also undertakes that, to the extent applicable, all Products shall be labelled in accordance with European Regulation (EC) No 1272/2008 (CLP) on classification, labelling and packaging which incorporates the United Nations Globally Harmonised System (GHS) requirements on classification, labelling and packaging of substances and chemical mixtures to achieve international harmonisation.

## 15. Intellectual Property

The Customer shall be the exclusive owner of all Intellectual Property Rights arising from the performance of this Contract, whether developed by the Supplier or its subcontractors exclusively or jointly with the Customer. The Supplier shall assign, disclose and cause its employees and subcontractors to assign and disclose to the Customer and to any other person designated by the Customer, all rights, titles and interests it may have or acquire in such Intellectual Property Rights.

The Supplier agrees to execute any documents necessary for the Customer and any other person designated by the Customer with respect to the filing and processing of such Intellectual Property Rights, at any time, and not only during the term of the Contract, in any country.

To the extent that any Product or Service developed by the Supplier, or any Intellectual Property Right assigned to the Customer by the Supplier under this Contract, includes the Supplier's Intellectual Property Rights, the Supplier grants the Customer a non-exclusive, irrevocable, worldwide, royalty-free licence (with the right to sublicense) under the Supplier's Background Intellectual Property Rights to manufacture, make, incorporate, use, sell and offer for sale, import and export such Product or Service, and to exploit any Intellectual Property Right assigned by the Supplier under this Contract.

The Supplier agrees that all designs, drawings, plans, specifications, field reports and notes, formulations, engineering data, software, installation and operation procedures and manuals, product descriptions or any other document or material, in any format, developed by the Supplier's subcontractors or the Supplier for delivery to the Customer as stipulated in the Contract, shall at all times be the exclusive property of the Customer and shall contain all notes and marking requirements in accordance

with the procedures and instructions provided by the Customer. The Supplier undertakes to assign or cause to be assigned to the Customer all intellectual property rights in such documents and materials. The Customer shall have the right to reproduce, disclose and use, in whole or in part, any of the aforementioned documents and materials supplied by the Supplier, as well as any technical information, design or any other intellectual property right contained therein, without regard to legends or notes on such documents or materials and without any obligation to obtain prior authorisation from the Supplier or to pay any compensation to the Supplier's subcontractors or the Supplier.

The Customer retains exclusive ownership of any intellectual property rights and all designs, drawings, plans, specifications, field reports and notes, formulations, engineering data, software, installation and operation procedures and manuals, product descriptions or any other document or material, in any format, disclosed or delivered to the Supplier under the Contract.

The Supplier warrants, represents and undertakes that the Products and Services do not directly or indirectly infringe any patent, copyright, trade secret, registered trademark or other third-party intellectual property right.

The Supplier shall defend, indemnify and hold harmless the Customer, its Affiliates, customers and users of Products or Services from and against all Claims associated with, related to, or arising from, any actual or alleged infringement of any Intellectual Property Right in relation to Products and Services.

The Customer shall give written notice of such claim within fifteen (15) business days following receipt thereof, together with all information and reasonable assistance requested by the Supplier. Upon written notice to the Supplier confirming the Supplier's indemnification obligation in respect of the aforementioned claim, the Supplier shall have the right to defend or settle or take any other action in respect of the claim. In the defence or settlement of the claim, the Supplier shall not have the right to settle or compromise any third-party claim or admit liability on the part of the Customer in any claim, or settlement thereof, without the Customer's prior written consent, and shall use commercially reasonable efforts to procure for the Customer the right to continue using the Products, replace or modify the Products so that they do not become infringing or, if such remedies are not reasonably available, refund the cost or value thereof to the Customer and reimburse all other costs incurred by the Customer as a result of the aforementioned infringements.

## 16. Customer's Property

The Customer's property shall remain and continue to be the property of the Customer, and the Supplier shall assume the risk of loss, destruction or damage to such property, except for normal wear and tear. The Customer's property shall be returned to the Customer immediately upon the Supplier's fulfilment of the Contract. At the Customer's reasonable request, the Supplier shall obtain, assume the cost of and maintain in force during the term of the Contract the insurance specified by the Customer.

In addition, if the Supplier enters the Customer's facilities in the performance of any work under the Contract or uses the Customer's property, whether within or outside the Customer's facilities, the Supplier agrees to be subject to (i) the Customer's internal regulations in force from time to time, which set forth the terms and conditions and requirements that the Customer's contractors (such as the Supplier) must observe in the performance of any work, activities and services within the Customer's facilities, which the Supplier acknowledges that it has carefully read, understood and fully accepted and irrevocably and unconditionally accepts, and (ii) defend, indemnify and hold harmless the Customer and its Affiliates, subcontractors and their directors, officers and employees from any Claim associated with, related to or arising from loss or damage to the property of the Customer, its Affiliates or subcontractors or injury (including death) to their employees or any other person arising out of or in connection with the Supplier's performance of such work within the Customer's facilities (including its Affiliates and subcontractors) or the use of such property, except for such liability, claim, demand or expense arising from the Customer's sole negligence or wilful misconduct.

## 17. Indemnities

The Supplier agrees to defend, indemnify and hold harmless the Customer and its Affiliates, subcontractors and their directors, officers and employees from all Claims for injury or death to the Supplier's employees, its Affiliates or subcontractors, or for damage caused to the Supplier's property or personnel, or the property or personnel of its Affiliates or subcontractors arising out of or in connection with the supply of Products and Services by the Supplier, regardless of whether the negligence or breach of obligations of the Customer or its subcontractors caused or contributed to such injuries, deaths or damages, except for the wilful misconduct of the Customer or its subcontractors.

The Supplier shall defend, indemnify and hold harmless its Affiliates, subcontractors and their directors, officers and employees from and against all Claims arising in favour of or made by third parties for bodily injury, illness, death or damage, destruction or loss of such third parties' property to the extent resulting from or attributable to any negligent act or omission or wilful misconduct of the Supplier or its subcontractors caused by, resulting from or arising in connection with this Contract.

The Supplier undertakes to defend, indemnify and hold harmless the Customer, its Affiliates, subcontractors and their directors from all Claims arising from failure to pay wages, salaries or social security contributions on time, or from breach of any other employment condition of its personnel, in relation to labour, social security, health, safety and environmental regulations.

## **18. Prices and Rates**

Unless otherwise specified in the Contract, the prices and rates stated constitute the total compensation due to the Supplier for Products and Services, respectively, and include, without limitation, taxes, overheads and all other direct and indirect costs and expenses incurred or to be incurred by the Supplier in the manufacture, production, procurement, packaging, labelling, loading, storage and delivery of the Products and the provision of the Services, as well as all governmental taxes, export and import costs (berth and harbour dues, port security surcharges, canal surcharges, war risk premiums, terminal receiving charges, messenger fees and other dues and other charges and customs duties and tariffs). Unless the Parties expressly agree otherwise in writing, the price and rates shall be firm and in no event shall be subject to adjustment for any reason, except for a subsequent written agreement modifying the Products, quantities purchased, Scope of Services or units of Services.

## **19. Taxes**

Prices and rates shall not be subject to any adjustment and include applicable taxes in the Supplier's country and any other tax for which the Supplier is liable by reason of the provision of the Services and any other obligation under this Contract, including but not limited to value added tax, income, excess profits or other taxes, charges and levies calculated or collected on the basis of the Supplier's profits, all taxes calculated or collected in connection with any property or equipment of the Supplier, all taxes calculated or collected against or on account of wages, social security contributions, insurance premiums and any other social and welfare benefit for the Supplier's

employees as provided for in Applicable Laws, all taxes calculated or collected against or on account of the value of any of the Services provided by the Supplier under this Contract, or any other sales tax, customs, import or other duties, levies or charges of any kind applicable as required by any Applicable Legislation. The Supplier undertakes to defend, indemnify and hold harmless the Customer from all Claims it may incur as a result of or in connection with any of the aforementioned obligations.

## **20. Invoicing and Payment**

Unless otherwise provided in the Special Conditions, payment of the price, rates and any other amount due to the Supplier shall be made within the terms established in the order. If the Supplier fails to deliver the necessary documentation on time, and as a result of such omission the Customer is unable to make payment on time, the Supplier shall not be entitled to withhold delivery of the Products and provision of the Services on the agreed delivery or performance dates. Amounts due shall be transferred by bank transfer to a bank account designated by the Supplier.

## **21. Delivery and Performance. Suspensión**

Strict compliance with delivery and performance dates constitutes an essential element of the Contract. Delivery shall only be considered complete when all Products have been delivered to the place specified in the Special Conditions to the Customer's entire satisfaction in accordance with the Contract. Unless otherwise provided in the Special Conditions, delivery shall be in accordance with the terms agreed in the order under Incoterms 2010. The provision of Services shall only be considered complete when all Services have been provided to the Customer's entire satisfaction in accordance with the Contract.

Unless otherwise provided in the Special Conditions, partial deliveries or performance shall not be permitted. If the Supplier fails to make complete delivery of the Products or complete provision of the Services on the date specified in the Special Conditions or in accordance with the Specifications or Scope of Services, respectively, or otherwise fails to perform its obligations under the Contract, without prejudice to the exercise of other available remedies, the Customer shall have the right to suspend any payment due to the Supplier until the Supplier has fully complied with its obligations.

## 22. Insurance

### 22.1 Insurance Requirements

When providing services within the Customer's facilities, the Supplier shall comply with the insurance requirements, procedures and policies issued by the Customer. The Supplier shall contract and maintain in force during the term of the Contract at its own expense the following insurance policies: a) workers' compensation and social security insurance for all its workers in accordance with current legislation, b) third-party liability insurance, c) compulsory and voluntary insurance for own or subcontracted vehicles of third parties involved in the execution of the Contract or Order, d) any other insurance required by applicable legal provisions for the works and services performed by the Supplier in relation to the Contract.

The Contractor shall insure damage to the goods subject to the Contract or Order as well as Liability arising from transport until effective delivery of the goods to RE. Liability insurance in which RE appears as an additional insured without losing third-party status, and which guarantees payment of indemnities to which it, its subcontractors or suppliers, or RE or its personnel, may be liable to third parties as civilly responsible for accidental damage or consequential losses caused to them and/or to RE, in their persons or property, by action or omission, and whether direct or subsidiary such liability as a consequence of the execution of the Contract or Order.

The Liability insurance shall expressly include guarantees for Operations Liability, Employers Liability, Cross Liability, Professional Liability and Post-Work Liability, Products Liability and Liability for contamination and environmental damage for those supplies of goods that entail a potential environmental risk.

The policy shall provide a minimum limit of 3,000,000 Euros per occurrence, with the minimum limit per victim not less than 300,000 Euros.

Such requirements may be expanded/modified for each Contract or Order, depending on the concurrent circumstances, as established in the contractual documentation of each Contract or Order.

All aforementioned policies shall act as primary policies and always first in relation to any other that may be applicable. Additionally, such policies must be contracted with insurance entities of recognised solvency and may not be modified or cancelled during the coverage period without RE's prior consent.

The aforementioned insurance policies shall expressly state that the insurance company will pay indemnities directly to RE, when the nature of the policy permits, and where appropriate.

The Supplier shall provide evidence of compliance with the insurance regulations of the country where the service is provided by delivering an insurance certificate or similar document as proof of such coverage. Upon the Customer's request, prior to the commencement of execution of the Contract or Order, the Supplier shall send accreditation of the full validity, scope of coverage and possession of the required insurances, with the commitment to adapt them at the Customer's request. Likewise, the Contractor shall present, when required by the Customer, the policies and payment receipts evidencing that the policies are in force. The Supplier undertakes to notify the Customer of any modification or renewal of the aforementioned policies during the execution of the Contract or Order.

The Contractor's liabilities are not limited by the contracting of the indicated insurances to the detriment of RE. Accordingly, the amount of obligations and liabilities arising from the assumption of such risks may not be reduced to the extent of such insurances or due to failure to contract or sufficient coverage thereof to the detriment of RE or third parties. In the event of a claim, any shortfall in the payment of indemnities, whether due to application of deductibles or for any other reason, in the contracted insurances shall be borne by the Contractor or Supplier.

Without in any way limiting, reducing or waiving the legal or contractual obligations assumed by the Supplier, the Supplier shall carry and maintain in force, and shall require any subcontractors it may engage to carry, at least insurance coverage in accordance with applicable laws in force in the country of Contract performance and the insurance requirements specified in the Special Conditions.

All insurance policies required under this Contract shall: (i) be considered primary to any other insurance policy (including any deductible or self-insured retention) that may provide coverage and be available to the Customer, (ii) not consider any other insurance policy of the Customer as contributory or otherwise, and (iii) provide a waiver of all rights of subrogation and/or contribution against the Customer to the extent that liabilities are assumed by the Supplier. The Supplier's

insurance shall apply to the Supplier's indemnification and defence obligations under this Contract.

#### **22.2. Additional Insured / Co-Insurance**

The Supplier's insurance policies (except workers' compensation and employers' liability, if applicable) shall designate the Customer as an additional insured, but subject to the extent of the liabilities and obligations assumed by the Supplier under the Contract. In the event of damage caused by the Supplier to the Customer's Property, the Customer shall be treated as a third party for insurance purposes.

#### **22.3. Suspension of Payments**

If the Supplier fails to pay the insurance on time and in full, without prejudice to the exercise of other available remedies, the Customer shall have the right to: (i) withhold any payment due to the Supplier until the Supplier has fully complied with its obligations, and (ii) use the withheld amounts to compensate for any loss contingency that may arise as a result of lack of coverage.

#### **22.4. Insurers**

The Supplier shall contract the insurance policies with solvent and reputable insurers.

### **23. Risks**

The risk of loss, destruction or damage to the Products shall pass from the Supplier to the Customer under the terms of the agreed or applicable Incoterms 2010. However, provided that such risk does not pass to the Customer until the Products are clearly identified in accordance with this Order, whether by markings on the Products, shipping documents or adequate notification to the Customer. Ownership of the Products shall pass to the Customer when the risk of loss, destruction or damage to the Products is transferred to the Customer.

### **24. Suspension**

Unless otherwise provided in the Special Conditions, the Customer may, at any time, periodically and for any reason, upon prior notice to the Supplier with three (3) calendar days' notice, suspend, in whole or in part, the performance of the Supplier's obligations under this document. Any suspension notice shall specify the suspension

date and its estimated duration. From the date of such suspension notice, the Supplier shall immediately suspend performance of its obligations under this Contract and, during the suspension period, suspend all activities related to the Products and Services, except for measures agreed in writing by the Parties to preserve and protect Products in production and Services in progress that may be affected by such suspension. The Customer may at any time terminate the suspension by written notice to the Supplier specifying the effective termination date. The Supplier shall use its best endeavours to resume performance of its obligations in accordance with the Contract immediately after receipt of such notice. Delivery dates under the Special Conditions that would otherwise have commenced during the suspension period or thereafter shall be equitably extended by the Parties for periods not exceeding the duration of such suspension or for longer periods as the Parties may agree in writing.

The Customer shall not be liable for the suspension of the Order under this article. The Customer (but not its Affiliates) shall reimburse the Supplier for all reasonable direct costs incurred by the Supplier from the date on which the suspension notice was received by the Supplier. No additional compensation shall be paid to the Supplier (including, but not limited to, loss of profits, loss of business, punitive or exemplary damages and indirect or consequential damages).

## **25. Non-Performance**

### **25.1 Delays in Delivery**

In the event of a delay in delivery of the Products or provision of the Services for which the Supplier is not entitled to an extension, the Supplier shall pay the Customer liquidated damages, without prejudice to other rights the Customer may have (including, without limitation, the right to terminate the Contract and claim damages if the amounts set forth below are not sufficient to fully compensate the Customer's damages), and the Customer shall be entitled to charge the Supplier or deduct from any amount due, or that may become due, to the Supplier 0.14% of the price of the undelivered Products or the rates of the unperformed Services per day of delay, unless otherwise provided in the Special Conditions.

If the Supplier fails to deliver the Products or provide the Services on the scheduled date established in the Special Conditions, and replaces or repairs the non-conforming Products, or rectifies or re-performs the non-conforming Services, as applicable, the Customer may, at its sole discretion, terminate the Contract (i) in

its entirety or (ii) with respect to the undelivered or non-conforming Products or Services. In the event of termination of the Contract in accordance with this paragraph, the Supplier shall immediately reimburse the Customer for the price paid for the undelivered or non-conforming Products and Services, in addition to any other remedy available under this Contract or by law. The provisions of clause 30 shall also govern the effects of termination under this article.

In the case of non-conforming Products and to the extent that the Supplier has reimbursed the Customer for the price paid for such Products, the Customer shall remain the custodian of such Products from the day the Customer notifies the Supplier and for the following thirty (30) days, during which period the Supplier shall collect such Products from the Customer's facilities or warehouses, for which collection the Supplier shall not pay shipping costs but shall bear all and every expense incurred by the Customer for the preservation of such Products.

If after the aforementioned thirty (30) day period the Supplier fails to collect the non-conforming Products, such Products shall be considered the property of the Customer and it shall be deemed that the Supplier has assigned the Products to the Customer gratuitously, so the Customer shall have the right to dispose freely of them. Notwithstanding the foregoing, the Customer may decide to return such Products to the Supplier if the latter so requests, in which case, in addition to the costs mentioned in the preceding paragraph, all transportation costs shall be borne by the Supplier.

## **25.2. Minor Discrepancies**

Products and Services shall be deemed to conform to the Contract notwithstanding minor discrepancies customary in the particular trade or in the course of negotiations between the Parties, without prejudice to the Customer's right to a customary trade or negotiation price reduction for such discrepancies.

## **25.3. Non-Conforming Products and Services**

When Products or Services are non-conforming, the Supplier shall, at the Customer's option and immediately upon the Customer's request: (i) replace Products or re-perform Services with conforming Products or Services, as applicable, without any additional cost to the Customer, (ii) repair Products or rectify Services, without any additional cost to the Customer, or (iii) charge the Customer a reduced price or rate or reimburse the Customer for the difference between the value of the Products and Services as if they had been conforming

and their value as delivered or performed, as applicable. When non-conforming Products are to be repaired or replaced, or non-conforming Services are to be rectified or re-performed, the Supplier shall assume, in addition to the liquidated damages payable in accordance with the following paragraph, all costs (including import duties) arising from, or related to, delivery of repaired or replacement Products to the Customer (including, but not limited to, inspection, recovery, storage, testing and disposal of non-conforming Products, and inspection, testing and reinstallation of repaired or replacement Products at the intended place of use), or for their rectification or removal.

The Customer shall be entitled to liquidated damages in the amount of zero point fourteen percent (0.14%) of the price of the non-conforming Products or the rates of the non-conforming Services for each day of delay between the date of notification of non-conformity and the date on which a replacement Product is delivered or the Products are repaired or the Services are rectified or re-performed, unless otherwise provided in the Special Conditions.

#### **25.4. Non-Exclusive Remedies**

The remedies provided for in this article are cumulative and do not exclude any other contractual or legal remedy for breach.

## **26. Cálculo de la Indemnización por Daños y Perjuicios en caso de interdependencia**

Cuando el Proveedor no haya entregado a tiempo los Productos o Servicios o si la totalidad o parte de los Productos o Servicios no se ajustan a las Especificaciones, debido a la interdependencia de los Productos o Servicios entregados o prestados con los productos o Servicios no entregados o no prestados, o de los productos o Servicios conformes con los productos o Servicios no conformes, los Productos entregados o Servicios prestados no pudieran ser aplicados al uso previsto o utilizados para los fines para los que normalmente se utilizarían los bienes o servicios de la misma descripción, los porcentajes establecidos en las cláusulas 26.1 y 26.3 se aplicarán sobre el precio total del Contrato. Esta disposición se aplicará también a los casos en que se hayan acordado envíos parciales y exista interdependencia entre los Productos que deban entregarse en envíos separados.

## 27. Fuerza Mayor

En caso de que ocurra un evento que haga imposible que cualquiera de las Partes cumpla con cualquiera de sus obligaciones bajo el Contrato, la Parte afectada por tal evento no será responsable por tal incumplimiento en la medida en que pruebe que: (i) el fallo se debió a un impedimento fuera de su control; (ii) no podía esperarse razonablemente haber tenido en cuenta el impedimento o sus efectos sobre su capacidad de ejecución en el momento de la suscripción del Contrato; y (iii) no podía razonablemente haberlo evitado o superado ni sus efectos. La Parte que solicite la exención notificará por escrito a la otra Parte, tan pronto como sea posible, el hecho y sus efectos sobre su capacidad de cumplimiento. En el caso de que cese el evento de fuerza mayor, deberá comunicarse por escrito a la otra Parte.

La falta de notificación regulada en la presente cláusula hará a la Parte responsable de los daños y perjuicios que de otro modo podrían haberse evitado.

En el caso de que un evento de la naturaleza descrita en la presente cláusula subsista durante más de quince (15) días naturales, cualquiera de las Partes tendrá derecho a rescindir el Contrato sin previo aviso ni responsabilidad ante la otra Parte.

## 28. Cesión y subcontratación

### 28.1. Cesión

El Proveedor no cederá el Contrato, ni ningún derecho u obligación sobre el mismo, ni utilizará el Contrato como garantía o garantía de pago sin el consentimiento previo por escrito del Cliente. Cualquier cesión de este tipo será nula. En el caso de que el Cliente dé su consentimiento a dicha cesión total o parcial, dicha cesión no liberará ni eximirá al Proveedor de ninguna de sus obligaciones en virtud del presente Contrato, quedando obligado frente al Cliente como deudor primario en virtud del presente Contrato. Cualquier consentimiento dado por el Cliente a cualquier cesión no excluirá ningún derecho de compensación disponible para él.

Sin embargo, el Cliente podrá ceder el Contrato o cualquiera de sus derechos u obligaciones en virtud del mismo sin el consentimiento del Proveedor (i) cuando se de un cambio de control del Cliente (el término "control" tal como se define en el término "Filiales"), incluyendo, entre otros, una fusión, reorganización societaria o venta de la mayor parte de sus activos, o (ii) a una Filial, en cuyo caso dicha cesión entrará en vigor a partir del momento en que lo notifique el Cliente.

## **28.2 Subcontratación**

El Proveedor no subcontratará ni subarrendará la totalidad o parte de sus obligaciones en virtud del presente Contrato sin el consentimiento previo por escrito del Cliente. En caso de que el Cliente dé su consentimiento para el cumplimiento de cualquier parte de las obligaciones del Proveedor por parte de un tercero, dicha autorización no eximirá al Proveedor de ninguna de sus obligaciones en virtud del Contrato ni le otorgará ningún derecho frente al Cliente. El Cliente puede discrecionalmente negarse a conceder la autorización para la contratación de subcontratistas.

Toda cesión o transferencia de derechos o delegación de funciones que infrinja lo dispuesto en el presente artículo será nula.

El Proveedor será responsable ante el Cliente por el trabajo realizado por todos sus subcontratistas en la misma medida en que lo sea por el trabajo realizado por él mismo. El Proveedor se asegurará de que todos sus contratos con sus subcontratistas contengan disposiciones que sean conformes y no menos estrictas que las disposiciones del Contrato.

Ninguna disposición de cualquier subcontrato se considerará que crea una relación contractual entre el Cliente y el subcontratista, ni entre el Cliente y los empleados del Proveedor o de cualquiera de sus subcontratistas.

No obstante, las disposiciones de esta cláusula, cualquier persona u entidad no autorizada como subcontratista y contratada por el Proveedor para realizar el trabajo bajo este Contrato se considerará un subcontratista únicamente a los efectos de las obligaciones y convenios del Proveedor bajo este Contrato. El Proveedor, a petición del Cliente en cualquier momento, proporcionará al Cliente una lista de todos los subcontratistas, si los hubiere, que realicen el trabajo.

## **29. Termination**

### **29.1 Customer's Right to Terminate**

The Customer may terminate this Contract if any of the events or circumstances described in this clause occur.

## **29.2 Voluntary Termination**

The Customer may, by written notice sent to the Supplier, terminate the Contract in whole or in part, at any time. The termination notice shall specify that it is the Customer's voluntary termination and the scope thereof. The Customer shall reimburse the Supplier for all reasonable and proven direct costs incurred by the Supplier from the date on which it received the termination notice. No additional compensation shall be paid to the Supplier (including, but not limited to, loss of profits, interest, anticipated income, savings or business or goodwill, economic loss or damage, punitive or exemplary damages and indirect or consequential damages, even if the Customer has been advised in advance of the possibility of such losses or damages).

### **29.2.1. Termination for Default**

In addition, if the Supplier (i) assigns or transfers the Contract or any right or interest therein, except as permitted by the Contract, or (ii) fails to comply with laws or ordinances, standards or regulations of any governmental entity or instructions given by the Customer in accordance with the Contract, or (iii) neglects, refuses or is unable at any time during the term of the Contract to perform its obligations thereunder, or (iv) commits a breach of its obligations under the Contract; and in any of the foregoing cases, the Supplier fails to remedy the breach within ten (10) calendar days following receipt of notice thereof from the Customer, the Customer may terminate the Contract, which termination shall take effect immediately or at the time designated by the Customer.

### **29.2.2. Termination for Cross-Default**

If the Supplier commits a material breach of its obligations under any contract, agreement or relationship with the Customer and fails to remedy such breach as stipulated in the respective agreement, the Customer may notify in writing its decision to terminate the Contract without any further liability on the part of the Customer. The termination shall be effective immediately or at the time designated by the Customer.

### **29.2.3. Termination for Bankruptcy or Liquidation**

If the Supplier: (i) becomes subject to a bankruptcy, insolvency, reorganisation, moratorium or other voluntary or involuntary similar proceeding for the relief of financially troubled debtors, or (ii) is unable or admits in writing its inability to pay its debts as they mature, or (iii) makes an assignment for the benefit of its creditors, or (iv) agrees to any action for its liquidation, winding-up or dissolution, or (v) has

a liquidator appointed for the liquidation of all or part of its assets, or (vi) is subject to any event analogous to those described above; and, in the case of any such act being involuntary, the consequences thereof are not remedied within ten (10) calendar days, the Customer may notify the Supplier in writing of its decision to terminate the Contract, which termination shall take effect immediately or at the time designated by the Customer.

#### **29.2.4. Termination for Change of Control**

The Customer may terminate the Contract, which termination shall take effect immediately or at the time designated by the Customer, in the event that a Triggering Event occurs.

In the event that a Triggering Event occurs, the Supplier shall immediately notify the Customer in writing of such event and all material information associated therewith, including, among others, the effective date of the Triggering Event, the identity of all persons involved therein (including any new persons exercising control, if any) and, in the event that the Triggering Event involves a change of control, the new direct and indirect ownership structure of the Supplier that has resulted from such event or results therefrom or results from the application of such triggering event, as applicable.

#### **29.2.5. Effects**

If the Contract is terminated by the Customer in accordance with the aforementioned provisions, the Supplier shall not be entitled to receive any further payment; and shall defend, indemnify and hold harmless the Customer with respect to all losses or damages suffered by the Customer as a result of such termination and the circumstances that caused it. The Supplier waives on its own behalf and on behalf of any administrator, liquidator, or similar judicial officer of the Supplier or judicial officer the right to demand continuation of the Contract in the event that any of the foregoing circumstances occur.

### **29.3. Supplier's Right to Terminate the Contract**

The Supplier may terminate this Contract if any of the events or circumstances described in this clause occur.

#### **29.3.1. Termination for Default**

If the Customer commits a breach of its obligations under this Contract and fails to remedy such breach within ten (10) calendar days following receipt of written

notice from the Supplier, the Supplier may notify in writing its decision to terminate the Contract, which termination shall take effect immediately or at the time designated by the Supplier.

#### **29.3.2. Termination for Bankruptcy or Liquidation**

If the Customer (i) becomes subject to a bankruptcy, insolvency, restructuring, moratorium or other voluntary or involuntary similar proceeding for the relief of financially troubled debtors, or (ii) is unable or admits in writing its inability to pay its debts as they mature, or (iii) makes an assignment for the benefit of its creditors, or (iv) agrees to any action for its liquidation or dissolution, or (v) has a custodian, trustee, liquidator or other officer with similar powers appointed for all or part of its assets, or (vi) is subject to any event analogous to those described above; and, in the case of any such act being involuntary, the consequences are not remedied within a reasonable time, the Supplier may notify the Customer in writing of its decision to terminate this Contract, which termination shall take effect immediately or at the time designated by the Supplier.

#### **29.3.3. Effects**

If the Supplier terminates this Contract in accordance with the aforementioned provisions, the Customer shall defend, indemnify and hold harmless the Supplier with respect to all losses or damages suffered by the Supplier as a result of such termination and the circumstances that caused it.

### **30. Return of Customer-Provided Information**

Upon termination of the Contract for any reason, the Supplier shall promptly return to the Customer all Confidential Information, including, without limitation, all designs, drawings, manuals, specifications, datasheets and any other documents and materials provided by the Customer, together with all copies or extracts thereof.

### **31. Provisions and Obligations Surviving Expiry and Termination**

Cancellation, expiry or early termination of this Contract shall not exonerate the Parties from obligations and provisions that, by their nature, must survive such cancellation, expiry or termination, including, among others, provisions relating to dispute resolution, warranties, remedies, indemnification obligations, set-off rights and confidentiality.

### **32. Non-Exclusivity**

The rights and remedies granted to the Parties under this Contract shall be additional and not exclusive of any other right or remedy the Parties may have by law or equity. Any attempt by the Supplier to contractually establish limitation periods within which the Customer is obliged to enforce its rights against the Supplier is expressly rejected and ineffective.

### **33. Right of Set-Off**

If the Supplier breaches its obligations under this or any contract, agreement or relationship with the Customer or its Affiliates, the Customer shall have the right to set-off and apply all and any amounts at any time due or withheld by the Customer, or any of its Affiliates, to the credit or account of the Supplier in any currency against any amount, regardless of whether the Customer has made any claim under the Contract and even if such obligations are not yet due.

### **34. Confidentiality**

The existence of the Contract, the terms and conditions agreed, the commercial relationship between the Parties and all Confidential Information shall be treated as secret and confidential at all times (during and after the term of the Contract) and shall not be used by the Supplier without the Customer's prior written consent, nor shall the Supplier permit their use for any purpose other than the performance of the Contract, nor shall they be disclosed by it to any person outside the Supplier's organisation other than those persons whose duties require them to know them, provided that such persons have undertaken in writing not to disclose them to any unauthorised third party. All and every document and material described in this Contract developed by the Supplier or its subcontractors for delivery to the Customer under the Contract shall be treated by the Supplier and its subcontractors as Confidential Information.

Without limitation to the foregoing, the Parties agree that (i) the Supplier shall be obliged to comply with the Customer's applicable internal requirements, regulations, procedures and policies for the protection, obtaining, classification, use and storage of Confidential Information, issued by the Customer from time to time, and (ii) the Customer may deliver to the Supplier, at its sole discretion, password-protected documents.

## 35. Data Protection

### 35.1 General

In the course of the Contract, the Supplier may occasionally receive certain Personal Data from the Customer. The Supplier declares that the processing of such Personal Data shall be carried out in accordance with the GDPR provisions and exclusively for the performance of this Contract. For the purposes of this article, defined terms shall have the meaning assigned to them in the GDPR.

### 35.2 Processing Standards

Without limiting the generality of the provisions of the preceding clause, the Supplier accepts:

- i. to adopt appropriate technical and organisational measures, taking into account the risk and nature of the Personal Data, to prevent accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;
- ii. to ensure that when Personal Data are transferred to third parties, only the Personal Data necessary for the performance of their obligations under the Contract are transferred and provided that the transfer satisfies the GDPR requirements, taking into account the need to enter into an appropriate international data transfer agreement, in accordance with the applicable standard model clauses in the European Economic Area;
- iii. unless prohibited by law from doing so, promptly and in any case within twenty-four (24) hours, (i) inform the Customer if it detects or reasonably suspects that unauthorised acquisition, access (including remote access), use or disclosure of Personal Data has occurred, (ii) inform the Customer if it receives any information request or inquiry, for an audit, access or inspection by a public authority in relation to the processing of Personal Data that the other Party may have provided; (iii) inform the Customer if it receives a request from a Data Subject requiring access to the Personal Data to enable it to comply with the GDPR; and (iv) refrain from sharing, disclosing or making available to any third party the Personal Data, except in the case of reasonable access that the Supplier's personnel may need to have to the Personal Data, on a need-to-know basis for the sole purpose of performing the Contract and provided that such personnel accessing the Personal Data agree to process the Personal Data in accordance with the GDPR.

### **35.3. No Waiver**

The Customer's failure to take any action with respect to the Supplier's breach, defective performance or late performance of any of its obligations or commitments under the Contract shall in no event constitute a waiver of the Customer's right to claim or require specific performance of the relevant obligation or commitment in the future, or to remedy the Supplier's breach or defective performance with respect to its obligations or commitments under this Contract.

### **35.4. Notices**

All notices, requests, demands and other communications shall be made in writing in Spanish and/or English and delivered personally or sent by fax, courier or air mail, certified or registered, return receipt requested, postage prepaid, to the other Party at the address specified for such purpose in the heading of the Order (or to such other addresses or numbers as are specified in a similar notice). The notice shall be deemed duly delivered (a) when handed to the other Party; (b) when sent by fax to the address and number set forth in the heading of the Order (provided that notices sent by fax shall not be effective unless (i) a duplicate copy of such notice is promptly delivered by deposit in a post office with first-class prepaid postage addressed to the Parties as set forth in the heading of the Order, or (ii) the receiving Party delivers written confirmation of receipt of such notice, either by fax or by any other method permitted under this Clause.

### **35.5. Independent Contractor**

The Supplier is and shall be an independent contractor, with its own personnel, facilities and equipment, and in such capacity declares, represents and warrants that: (i) it has been duly incorporated and organised and is now a validly existing company under the laws of its jurisdiction of incorporation; (ii) it has full power, authority and capacity to assume and perform its obligations under this Contract; (iii) it has full experience, is technically competent, duly financed, organised and equipped to perform its obligations; (iv) it is fully organised and adequately financed to meet any commitments made to its workers and personnel; (v) it has its own offices open to the general public; and (vi) in the performance of its obligations under this document it uses its own employees, facilities and equipment.

### **36. Severability**

If any provision of the Contract is determined to be invalid, illegal or unenforceable in any jurisdiction, the validity and effectiveness of such provision in any other jurisdiction, and the validity and effectiveness of the remaining provisions, shall not be affected, provided that (in the latter case) the material purpose of the Contract can be determined and carried out. In such case, the Parties, by amending the Contract, shall adequately replace such provision with one or more new reasonable provisions that, to the extent legally possible, approximate what the Parties intended with such original provision and its purpose.

### **37. Partnership, Agency or Employment**

No provision of this Contract shall be construed as constituting a partnership between the Parties or as one acting as agent of the other for any purpose, except as specified in the terms of the Contract. The Supplier shall have no authority to act on behalf of the Customer or to bind the Customer to any obligation, or to extend any warranty or make any representation on behalf of the Customer. Any contract entered into by the Supplier without the Customer's express written authorisation shall not be binding on the Customer and shall not constitute an obligation of the Supplier.

### **38. Compliance with Economic Sanctions and Export Control Restrictions**

At all times, in connection with the performance of this Contract, the Supplier shall comply with the economic sanctions and export control regimes applicable to any of the Parties to the Contract, including, among others, the United Nations, the United States and the European Union or any of its Member States, and shall ensure that neither it nor all its subcontractors act in such a way as to cause any of the Parties to this Contract to breach any of the sanctions or export control restrictions. Without prejudice to any provision to the contrary in the Contract or any Order, no provision shall be construed or applied in a manner that obliges the Customer or the Supplier to do or refrain from doing anything that may constitute a breach of applicable economic sanctions and export control regimes.

The Supplier shall not include or involve, directly or indirectly, any prohibited, sanctioned or designated party under the United Nations, United States or European

Union sanctions regimes or any of their Member States, including but not limited to parties on the List of Specially Designated Nationals and Blocked Persons by the United States Department of the Treasury Office of Foreign Assets Control, nor any entity that is owned or controlled by such prohibited, sanctioned or designated party, except where not prohibited by the economic sanctions and export control regimes applicable to the parties under this Contract. No goods originating from the Crimea region (including Sevastopol) shall be supplied below unless accompanied by certificates of origin issued by the Government of Ukraine (to the Customer's satisfaction).

The Supplier shall inform the Customer of the status of the export licence and export control classification under applicable regulations of the country or region from which export is made of all Products (including any technology embedded therein) and Services to be delivered to the Customer. In the event that any of the Products under the Contract are subject to the jurisdiction of the United States Department of Commerce Export Administration Regulations, the Supplier must also provide the Customer with the applicable Export Control Classification Number (ECCN) indicated on the Commerce Control List (15 CFR Part 774, Supplement No. 1). In the event that any of the Products and Services under the Contract are subject to the jurisdiction of other United States governmental agencies, such as the Department of State or the Department of Energy, the Supplier shall provide the Customer with sufficient information to enable it to determine whether an export licence or other authorisation is required. If any Product under the Contract is to be delivered by the Supplier to a place outside the country from which shipment is made, including but not limited to the United States, whether or not the specific export has been explicitly authorised by the Customer, the Supplier shall be deemed the Exporter of Record and shall have sole and complete responsibility for the export of such Products, including responsibility for obtaining any governmental licence or authorisation required for such Products. The Supplier hereby acknowledges that it accepts this responsibility together with all costs associated with the export of any such Products or Services.

In addition, the Supplier undertakes not to sell, supply, export, transfer, divert, lend, lease, consign or otherwise release or dispose of any equipment, product, service, software or technology received under this Contract or through any person, entity or destination, or for any use prohibited by the laws or regulations of any applicable jurisdiction without having obtained prior authorisation from the competent governmental authorities, as required by all laws and regulations.

If, as a result of any act or omission by the Supplier in compliance with the foregoing, the Customer and/or its customers, including its affiliates, and all parties involved in the transaction (Indemnified Parties) are subject to an investigation by any governmental authority or it is determined that they are violating applicable laws, including, without limitation, the imposition of fines and penalties, the Supplier shall reimburse all Indemnified Parties and release, defend, indemnify and hold harmless the Indemnified Parties (including the banks involved) against any Claim imposed by the applicable governmental authority arising from such act, omission or as a result of the Supplier's breach of its obligations under this Article. Neither the Customer nor any of the Indemnified Parties assumes any liability to the Supplier or to any other person for the Supplier's acts of non-compliance with the foregoing or breach of export control, sanctions, restrictive measures and embargo laws.

### **39. Conflict minerals**

The Supplier represents and warrants to the Customer that none of the Products, parts or materials delivered to the Customer under the Contract will contain Conflict Minerals originating from a Covered Country. The Supplier shall provide the Customer with such documents, information and other evidence of the accuracy of the foregoing representation and warranty as the Customer may request from time to time. The Supplier undertakes to inform the Customer immediately in writing if it becomes aware or has reason to believe that the foregoing representation and warranty is false with respect to any of the Products, parts or materials delivered to the Customer under this Contract.

### **40. Dispute Resolution. Governing Law**

Any dispute, controversy or claim arising out of, or in connection with, the Contract, whether contractual or otherwise, including without limitation any dispute relating to the validity of the Special Terms, the General Terms, or their termination, performance or breach, shall be referred to and finally resolved by the courts of the city of Santander (Cantabria, Spain) with the contracting parties expressly waiving any other jurisdiction that may correspond to them.

The Contract shall be governed by and construed in accordance with the 1980 United Nations Convention on Contracts for the International Sale of Goods, or to the extent not governed thereby, by the laws of Spain.