

GENERAL CONDITIONS OF PURCHASE OF ALLGAIER MOGENSEN SLU

1. OBJECT

1.1. This document sets out the general conditions of purchase (hereinafter referred to as the "GCP") governing the supply of all goods, equipment, materials and services (hereinafter referred to as the "Products") by suppliers (hereinafter referred to as the "Supplier") to Allgaier Mogensen SLU (hereinafter referred to as the "Purchaser").

1.2. Except as otherwise set forth in the Purchaser's order, the loading and unloading, receipt of materials, packaging and labelling, storage and loading in the transport of the Products shall be understood within the scope and price of any supply of finished Products.

2. CONTRACTUAL DOCUMENTATION

2.1. The relationship between the Purchaser and the Supplier shall be governed by the following contractual documentation (hereinafter referred to as the "Contract"): (a) the Purchaser's order (hereinafter referred to as the "Order") and, where applicable, the Delivery Plans (as such term remains defined below); (b) these GCP; (c) the Supplier's offer and acceptance of order, including the technical specifications and drawings of the Products as defined by the Purchaser and, where applicable, as amended modifications agreed between the Purchaser and the Supplier, which must always be in writing for their effectiveness (hereinafter the technical specifications and plans together, the "Technical Specifications") and (d) the Code of Conduct for Suppliers (<https://www.allgaier-group.com/en/sustainability>).

2.2. In the event of a discrepancy between the different parts of the Contract: (a) the Order shall prevail over the GCP and the Supplier's offer and acceptance of order; (b) the GCP shall prevail over the Supplier's offer and acceptance of order, and (c) the Technical Specifications shall prevail over any other technical document.

2.3. Any cancellation of or modification to the Contract, that is, of or to any of the documents that comprise it as defined in G.C. 2.1 above shall be agreed in writing between the Supplier and the Purchaser. Such modifications shall prevail, with respect to the specific supply only, over the other terms of the Contract.

3. ORDERS AND DELIVERY PLANS

3.1. The Purchaser shall not be bound by any Order, unless signed by a representative with sufficient power.

3.2. Acceptance of an Order by the Supplier implies acceptance of these GCP which must be understood to be incorporated into each Order, even if no express reference is made to them.

3.3. The beginning of the execution of an Order without fulfilling the requirement herein required for express acceptance within the time limit indicated in the Order or Delivery Plan, implies the unreserved acceptance by the Supplier of all its stipulations.

3.4. In case of doubt as to the interpretation of the contents of an Order or Delivery Plan, the Supplier shall always comply with the clarifications and instructions issued by the Purchaser provided that they are not substantial in quantities, volumes or quality, in which case, the parties shall agree to the corresponding amendment as provided for in these GCP.

3.5. Upon acceptance of an Order: (i) all terms, conditions and specifications included or attached to the Supplier's offer, and correspondence related to it, to which no express and specific reference is made in the Order shall be deemed null and void and ineffective. The mere quotation of the offer in the Order or annexed documents does not change this clause; (ii) these GCP shall prevail over the Supplier's General Conditions of Sale, if any.

3.6. The Supplier undertakes to satisfy each Order or Delivery Plan under the terms and conditions indicated therein and in these GCP, and in the understanding that these terms and conditions shall remain unchanged for the entire duration of the Order.

3.7. Orders may be open in nature, in which case they shall not relate to specific quantities or volumes of Products. The agreed volumes and delivery dates will be defined by the Purchaser by sending the Supplier the delivery plans (individually referred to as the "Delivery Plan"). Each Delivery Plan will be referenced by an Order number. The quantities of firm ordered Products shall be those established under the reference "Firm". The Supplier shall have a maximum period of two (2) working days to accept in writing the purchase document, either the Order or each Delivery Plan. Unless the Supplier expresses its rejection of the Order or, where appropriate, the Delivery Plan within the aforementioned period (indicating, where appropriate, the estimated date of delivery as soon as possible), its tacit and unreserved acceptance will be understood and, consequently, the Supplier shall be obliged to supply the requested quantities within the required timeframes. In case of open orders, price changes will be reflected by the Purchaser issuing a new version of the original Order that will be understood as accepted once the first Delivery Plan has been served with updated prices.

4. PRICES AND FORM OF PAYMENT

4.1. The prices reflected in the Order (hereinafter the "Price" or "Purchase Price") shall be fixed, firm and definitive and may not be subject to review. The Price includes all concepts that integrate or may integrate the cost of the Product object of the Order, including but not limited to wages, social charges, consumables, transport, packaging and labelling, accessories, devices, cranes and other necessary tools, any expenses for any concept, intellectual property payments, inspection expenses, tests and certificates specified in the Order, exchange rates, taxes, tariffs and levies of all kinds and the characteristics of the Products in the most current and advanced state of the technology applicable to them.

4.2. Invoices shall meet all legally established requirements and shall indicate the Order number and the numbers of the delivery note of the Product.

4.3. Unless otherwise stated in the Order, payment will be made within 60 calendar days from the date of receipt of the Products (on the understanding that such receipt will occur once its conformity by the Purchaser has been verified in accordance with the Contract and once the Supplier has submitted the corresponding invoice). All payments will in any case be in accordance with the legislation in force from time to time in connection with combating late payment in commercial transactions. The effective date of payment of the invoice will be the first business day of payment after the due date set forth in the Purchaser's administrative process schedule.

4.4. At the Purchaser's request, the Supplier shall group in a single comprehensive invoice all deliveries made within a given period, with the limits provided for in the legislation in force at any time in relation to combating late payment in commercial transactions.

4.5. No invoice for a Product that does not meet the requirements indicated in the Contract documents (G.C. 2.1) or dated before that of the delivery note of the Product shall be processed. Purchaser shall be entitled to withhold payment if the delivered Products do not comply with the requirements set forth in the Contract.

4.6. Purchaser shall be entitled to issue an invoice for the amount of any delay and/or performance penalty applicable in accordance with these GCP. In such circumstances, the Purchaser may deduct the amounts invoiced as a penalty of any payment of liquid, overdue and enforceable invoices from the Supplier, so that it compensates for the penalty by netting the amounts each party is creditor of.

4.7. Purchaser may offset any claim made by the Supplier with claims to which the Purchaser is entitled or any other entity in the same group of the Purchaser (group of companies as defined in Article 42 of the Commercial Code). The Supplier may only compensate the Purchaser or withhold him to the extent that his claim is not disputed and has been accepted by the Purchaser or is based on a final (judicial or extrajudicial) decision that is final and legally binding.

4.8. If the Supplier changes its VAT number or denomination or registered office, it shall notify the Purchaser in writing with 45 calendar days' notice, whenever possible, providing the documentation proving the change, in order for the Purchaser to modify orders in progress and reissue them with new Supplier data. Purchaser will only accept invoices with the new VAT number once the Order has been reissued with that VAT number.

5. DELIVERY DATE

5.1. The delivery date set out in the Order or Delivery Plan shall be deemed essential for the conclusion and performance of each Contract, Order or Delivery Plan. The Supplier undertakes to plan a productive pace that leads to the delivery of the Product with the level of quality and delivery dates set out in the Contract, Order or Delivery Plan.

5.2. The delivery of Products shall be effective upon signature of the inspection sheet (hereinafter referred to as the "Inspection Sheet") by the Purchaser's manager. No inspection, test, delay or omission in its performance or failure to discover a defect shall release the Supplier from any liability or prejudice any right or action that corresponds to the Purchaser.

5.3. Without prejudice to the right of termination of the Contract, Order or Delivery Plan, where the Supplier fails to comply with the set delivery time and the delay is not attributable to a force majeure event, the Purchaser shall be entitled, in addition to the delivery of the Product, to charge a penalty calculated at a rate of 0.2% per full calendar day of delay on the Purchase Price. The corresponding penalty may not exceed 5% of the Purchase Price. The penalty will be invoiced and charged as provided for in G.C. 4.3 herein above. In any case, the Purchaser reserves the right to claim the damages suffered as a result of the Supplier's delay regardless of the accrual and collection of the penalty described above.

6. DELIVERY OF THE PRODUCT

6.1. Regardless of the INCOTERM that is agreed, the Supplier shall be obliged to inform two working days in advance that the Products are at the Purchaser's disposal at the designated freight forwarder, at the place indicated in the Order. The transfer of the property occurs at the time of delivery and the transfer of the risk occurs at the time the Product is formally accepted by the Purchaser and, where appropriate, the installation, assembly and commissioning has taken place, all without prejudice to the signing of the Inspection Sheet by the Purchaser's manager and the delivery of possession of the Product. Unless otherwise agreed, partial deliveries are not permitted. The Supplier shall bear any additional or extraordinary costs that are due in the event that a freight forwarder not authorized by the Purchaser is designated or even against the Purchaser's will or any circumstance not previously agreed upon with the Purchaser or not attributable to the Purchaser, except in cases of force majeure events that shall be governed by the provisions of the Contract or, failing that, as provided for in G.C. 17.

6.2. The Product will be packed by the Supplier in such a way as to allow its proper handling, transport and storage without deterioration according to the requirements expressed in the Order and any other packaging or labelling requirements established by the specifications sent to the Supplier or applicable regulations. Without prejudice to the packing list and other customary documents, the packaged goods shall be marked in a perfectly legible manner in accordance with the implementing regulations and the requirements required by the Purchaser (relationship of units of the Order, dimensions, weight, order number and other data), visibly indicating the Purchaser's denomination and order number. If the provisions of this condition are not complied with, the Purchaser may refuse receipt of the Products and, where applicable, shall not be liable for the delay in which this entails the payment of the corresponding invoices. If requested by the Purchaser, the Supplier shall remove all packaging material after delivery, at no additional cost to the Purchaser.

6.3. The Purchaser may order the temporary suspension of scheduled deliveries, without this entailing a change in Price or the rest of the terms or conditions of the Contract, and the Supplier may exclusively be reimbursed of the costs of storage and transport upon agreement with the Purchaser and provided that the suspension does not arise for reasons attributable to the Supplier.

6.4. Any incident that prevents the delivery of the quantities specified in the Orders or Delivery Plans within the prescribed deadlines, must be communicated immediately by the Supplier to the Purchaser, stating the reason and the date on which the Delivery is to be expected. If the Supplier fails to make such notification, the Purchaser shall be entitled to compensation for any additional or extraordinary expenses incurred and which it could have avoided had the said incident been notified. The Supplier undertakes to carry out, at no additional cost to the Purchaser, as many actions as necessary (including extra time, express transport, etc.) to reduce the delay time as much as possible.

6.5. In addition to the documentation indicated in G.C. 6.2, the Supplier shall attach to the delivery of the Product a duly completed packing delivery note indicating the Purchaser's denomination, Order number and position, quantity, date, observations if any and any other documentation referred to in the Order.

6.6. The Supplier undertakes to send on a weekly basis a progress report of the Order in progress or, where appropriate, without prejudice to such commitment, shall provide the Purchaser with the online tracking number of the Order. The fact that the Purchaser has online access to the delivery tracking of the Order does not release any liability to the Supplier, in particular in relation to any incident that may affect the quality of the Product or the dates of delivery.

7. QUALITY

7.1. The Supplier is responsible for the quality of the Products it delivers to the Purchaser, regardless of whether it manufactures them itself or purchases them from a subcontractor.

7.2. Technical Specifications and standards delivered to the Supplier and referred to in the Order. In particular, the Supplier shall be obliged to ensure that the Products comply with the most current and advanced status in a consolidated manner of the technology and regulations in force applicable to them, including Directive 2006/42/EC of the European Parliament and Council of 17 May 2006 on machinery, and amending Directive 95/16/EC and Royal Decree 1644/2008, of 10th October laying down the rules for the placing on the market and commissioning of machinery, which transposes that directive into Spanish law.

7.3. In the supply of standard material, the Supplier shall provide all required documentation and quality certificates duly completed and sufficiently in advance upon arrival at the place of placing it at Purchaser's disposal according to INCOTERM agreed between the parties, of the Product or parts thereof, in order to eliminate possible delays due to blockages during the production process of the Purchaser.

Issued certificates must clearly indicate the Purchaser's reference, drawings and Technical Specifications and the review, where appropriate, to which they are subject to.

7.4. No technical modification must be made without the prior written consent of the Purchaser. Proposals for technical modifications shall include the impact on deadlines, Price and any other costs involved to be approved by the Purchaser under the terms of the GCP 2.1 which will be an essential condition for the full validity and effectiveness of the modification and, where appropriate, corresponding billing. Once the Order or Delivery Plan has been issued by the Purchaser, the Supplier must notify any planned changes to the Products, which must also be approved in advance by the Purchaser. In case of differences in the Product supplied, this condition shall also apply.

7.5. In order to meet the above quality requirements, the Supplier shall have a quality assurance system that allows the delivered Product to comply with the Technical Specifications of the Contract and/or Order. The Supplier shall prove that this system is duly documented, developed in accordance with the guidelines of a recognized prestige standard accredited by an independent third party (ISO 9000, or the like) and be applied to the manufacturing process of the components of the Product. The Supplier undertakes to notify the Purchaser of any breach or deviation from the quality control system by indicating the identity of the Products affected and delivered to the Purchaser.

7.6. In the event of non-certification of the Supplier's quality system, the Purchaser may, in its sole discretion, carry out the temporary evaluation of the quality system with its personnel or third parties, and the Supplier must have access to such Purchaser's evaluation. The costs of this evaluation will be charged to the Supplier, who also undertakes to submit a detailed plan for obtaining the certification in accordance to ISO 9000 or the like within a reasonable period to be agreed with the Purchaser. The temporary evaluation of the Supplier's quality system carried out by the Purchaser shall be for the Purchaser's informational purposes only and shall be without prejudice to the Supplier's responsibility in general and, in particular as regards the quality of the Products, to their full extent, both contractually and non-contractually.

7.7. Any quality incident detected by the Purchaser or its customers on the supplied Products shall be communicated in writing to the Supplier. For this purpose, the Purchaser and the Supplier agree that such communication shall be sufficiently valid and admissible by e-mail for all purposes thereof. Upon such communication, the Supplier shall have fifteen (15) calendar days to issue its response to the non-conformity report or to the report of the incidence of quality or equivalent documents sent by the Purchaser, providing a proposal to remedy the deficiency or incidence of quality and the time limits within which it would be carried out. If the Supplier does not issue any response within such a period, it shall be deemed to accept and agree to the content of the non-conformity report, the quality incident report or the equivalent documents sent by the Purchaser.

7.8. Where appropriate, in the supply of first prototypes pending approval, if applicable, the rules of this G.C. 7 shall apply without prejudice to the following particularities: the Supplier shall send the responsible person designated by the Purchaser to this effect sufficiently in advance to entry into the place of delivery defined in the INCOTERM agreed between the parties, all documents required for approval in accordance with international, EU and national rules and regulations in force from time to time in the place where the Product is commercialized. The Supplier understands and agrees that the delivery of all such documents will not only be essential in all cases, but is also essential for the conclusion of the relevant Order and, in particular, for the effective transfer of the Supplier's entire ownership to the Purchaser, irrespective of whether the delivery of the Prototype Product to the Purchaser had occurred.

8. INSPECTIONS

8.1. The Purchaser reserves the right to make the inspections it deems appropriate at the Supplier's premises, by at least 24 hours' notice, in order to ensure the quality of the Product, the adequacy of the production systems, the processes, the compliance with deliveries and the conditions set forth in the Contract. In the case of inspections of finished Product, these shall be no reason to prevent any or subsequent rejection by the Purchaser or its client.

8.2. The Supplier undertakes to facilitate access to its facilities to the Purchaser's staff, as well as to provide the support of personnel and documentation that the Purchaser requests to properly carry out its task.

9. WARRANTY

9.1. The Supplier warrants to the Purchaser that the final Product supplied and the parts that comprise it (a) are free from defects in design, workmanship, materials or manufacture; (b) are in accordance with the Technical Specifications, samples, quality, quantity and other descriptions set forth in the Order and any other information or instruction notified to the Supplier; (c) are suitable for the purpose to which it is intended; (d) are new and best quality; (e) comply with the most current and advanced status of the arts of the technology applicable to them, and (f) comply with the national or international regulations in force and applicable on the date of delivery (and, in particular, the regulations on safety and the environment). All statements and warranties included in the Supplier's brochures, catalogues, sales materials and quality systems are binding on the Supplier.

9.2. For a period of 24 months from acceptance of the Product, the Supplier is responsible for remedying any defects or non-conformities found in the Products and for any damages, losses and expenses that may be caused by defects or deficiencies in the design, material, workmanship or performance of the Product or parts thereof. Should it be necessary to remedy any defect or non-conformity by the Supplier, the warranty period shall be deemed extended for a period equal to that of the remedy period, regardless of if there is or not activity on the part of the Supplier. In addition, in the event of a change of components or if they have been repaired, the warranty

period shall start again from the delivery, installation, assembly and commissioning, as the case may be, of those components. In the event that the Supplier supplies Products that are parts or components that the Purchaser will integrate into others for an end customer, the 24 months will begin with the delivery of the final product to that final purchaser, provided that the Product has been integrated into the final product within a maximum period of three months from the delivery of such parts or components to the Purchaser by the Supplier.

9.3. If, within the warranty period, any defect or liability of the Supplier becomes apparent, the Purchaser may choose to: (i) report the total or partial termination of the Contract, Order or Delivery Plan; (ii) request from the Supplier the repair or replacement of the defective Product or part thereof that it is defective, and in this case Purchaser is entitled to withhold until the complete remedy of the defect any outstanding payment to the Supplier.

9.4. If the Supplier does not remedy the defect within a reasonable time, the Purchaser may, itself or through a third party, perform the repair or replacement of the defective Product or the defective part thereof, being entitled to reimbursement by the Supplier of all costs and expenses incurred. All the foregoing is provided without prejudice to the Purchaser's right to claim compensation for losses, expenses and damages suffered and any other action that it may be entitled to.

10. BANK GUARANTEE

10.1 Where the Purchaser's Order is in excess of 10,000 Euro, the Supplier, simultaneously to the signing of the Contract, Order or Delivery Plan of the Product, shall provide the Purchaser with an abstract guarantee at first request, unconditional, irrevocable and with waiver of the benefits of order, division and benefit of discussion, issued by a bank of the first order in guarantee of the correct execution of the Contract, Order or Delivery Plan and, in particular, compliance with the warranties provided by the Supplier.

10.2 Unless otherwise stated in the Order, the amount of the warranty will be 10% of the Order Price and will be effective until, the sooner, the last day of the month following the end of the warranty period. Alternatively, and for the same purpose, the Purchaser may choose to withhold the amount equivalent to 10% of the Order Price instead of requiring the abstract bank guarantee.

11. INDEPENDENCE

11.1. In relation to the assigned personnel, both the Supplier's and the Purchaser's, for the performance and execution of the Contract, the Supplier shall be fully responsible for carrying out the management and organizational works.

11.2. The Supplier, which declares to be up to date on its tax obligations and with Social Security obligations, acknowledges and accepts to be bound to comply with labour regulations, in particular with regard to the affiliation of workers, contributions to Social Security and payment of wages.

11.3. The Supplier, under its sole responsibility, undertakes to be, at all times, current in the payment of:

11.3.1. Any taxes, fees, duties, customs fees and international, national, regional and/or local levies in any territory that correspond to the Supplier as an independent employer in connection with the performance of the Contract or Order of the Purchaser. The Purchaser may require the Supplier to at any time attest to the fulfilment of such obligations and, in particular, the Purchaser may require the Supplier to provide negative certification issued by the State Agency of Tax Administration of Spain in accordance with the provisions of article 43 of the General Tax Law (Law 58/2003, of December 17).

11.3.2. Social Security fees. For this purpose, the certifications shall be in writing and shall include identification of the relevant company, certification of inexistence of outstanding payments in the General Treasury of Social Security in the terms specified in Article 42 of the Workers' Statute.

The Supplier shall make available to the Purchaser, when required by the Purchaser, documents proving the employment relationship of workers and the fulfilment of labour obligations in relation to Social Security, and shall provide, as soon as possible, the certificate of inexistence of outstanding payments issued by Social Security.

11.4. The Supplier undertakes to comply with all its obligations, under its sole responsibility, which may correspond to it in accordance with the regulations on the prevention of labour risks, health and safety in employment, environment, design, manufacturing, handling, and sale of the Products, as well as obtaining and maintaining in force all licenses and other permits required, and in general with all those affecting their status as an independent entrepreneur and carrying out its business activities.

Purchaser may require Supplier at any time to prove compliance with the foregoing obligations.

11.5. The Supplier undertakes to require its suppliers, contractors, subcontractors, sub-suppliers, agents or the like to expressly and unequivocally waive in writing to the direct action of Article 1.597 of the Spanish Civil Code (or similar provision in another legal system). The Supplier also undertakes to indemnify and hold the Purchaser harmless in relation to the exercise of any direct action under Article 1.597 of the Spanish Civil Code. The Supplier also undertakes to indemnify and hold the Purchaser harmless in case of any direct action exercised against the Purchaser under Article 1.597 of the Spanish Civil Code (or of similar provision in another legal system or jurisdiction) by suppliers, contractors, subcontractors, agents or the like.

11.6. The Supplier undertakes to indemnify and hold the Purchaser harmless from any costs, claims, losses, expenses (including legal fees) or liability, fine, penalty, as well as any tax or tax, fee, tariff, charge or levy on any purchaser arising from any action or omission or breach by the Supplier of its obligations, including those arising out of or arising from the Supplier's failure to comply with its legal and contractual obligations related to employees, agents, advisers, subcontractors, suppliers or

subcontractors or arising from any kind of actions or omissions caused by its agents, employees, suppliers, contractors, subcontractors, sub-suppliers and counterparties.

11.7. Purchaser shall be solely and exclusively liable for any breach of its obligations, without prejudice to the provisions of G.C. 19 herein. In accordance with the foregoing, the Supplier shall assume as its own any penalty, fine, compensation or indemnity that the Purchaser was obliged to meet or comply with, including costs, expenses and professional fees, both against individual third parties and public bodies or administrations of any kind, due to or arising out of Supplier's breach of Supplier's obligations under applicable regulations and the Contract.

For this purpose, the Supplier shall promptly keep the Purchaser informed of any circumstance that involves or may involve a contingency, claim, action, demand or proceeding of any kind, and must refer effectively from any documentation relating to that circumstance immediately. Likewise, in advance, the Supplier shall inform and send the Purchaser the relevant documentation of any action to be taken in relation to the acts. Likewise, the Supplier shall inform and send the Purchaser the relevant documentation prior to taking any action in relation to proceedings involving a decision in judicial or arbitral or extrajudicial proceedings.

The Purchaser may intervene in all situations that, by reason of their nature, may involve or actually involve a risk of damage or tort to its rights and interests, and may even assume the procedural direction of the case when it deems it appropriate. Without prejudice to the foregoing, the Supplier shall be liable and shall assume any penalties, fines, compensation or damages that the said situation may give rise to, including all costs, expenses and professional fees.

11.8. The Purchaser may inspect compliance with all of the above sections without such inspection exonerating the Supplier of its sole responsibility.

11.9. In the execution of the Contract and/or any Order or Delivery Plan, the Supplier shall at all times act as a legal entity or independent employer and not as an agent or representative of the Purchaser. In no event shall a dependency relationship be deemed to exist between the Purchaser and the Supplier's staff.

12. INSURANCE

12.1. Each party shall take out and maintain the necessary insurance in accordance with applicable law and good professional practice, as well as those specifically required in the Contract. In particular, and unless otherwise established in the Contract, the Supplier undertakes to take out the following insurance policies:

12.1.1. General Liability Insurance which includes:

12.1.1.1. General Liability.

12.1.1.2. Liability arising, where appropriate, from the execution of the design, manufacture, installation, assembly, commissioning and maintenance of the Products, including post-work civil liability and for defective product.

12.1.1.3. Employer Liability.

12.1.1.4. Professional Liability.

12.1.1.5. Cross Liability with its contractors, suppliers, subcontractors, sub-suppliers and agents.

12.1.2. A Clause shall be included in such Liability Insurance whereby the Purchaser is expressly regarded as a third party for the purpose of being a beneficiary of any compensation or indemnification that may correspond to it under the policy

12.1.3. Policy of all construction and assembly risk and damages, so that they cover the Products themselves at any stage of their execution. A Clause shall be included in such policy whereby the Purchaser is expressly defined as the beneficiary of any compensation or indemnification that proceeds under the policy.

12.2. The Supplier shall, in any event, have policies that sufficiently cover the risks for damages arising from its activity and products and which, unless otherwise agreed in the Order, shall have an amount of compensation in accordance with the customary use and reasonable market practices to cover the risks and potential damages that may arise.

12.3. At the Purchaser's request, the Supplier shall provide a copy of the proof of payment of the premiums and a copy of the contracted policies, which may not be modified or cancelled until the execution of the Order is completed, unless prior authorization in writing by the Purchaser.

12.4. The existence or non-existence of insurance policies shall not exonerate the Supplier of any of its responsibilities as set forth in these GCP, in the Contract, Orders or Delivery Plans for the amounts in which such liabilities are whether or not the guarantees and limits of liability coverage are sufficient to cover such responsibilities.

13. PERSONAL DATA PROTECTION

13.1. Both parties undertake to keep absolute secrecy of all information they have access to in compliance with the Contract, to provide it only to authorized personnel, and to observe all legal provisions contained in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and by and to the free movement of this data and repealing Directive 95/46/EC (GDPR) and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights (LOPD), as well as in all those that MAY apply from time to time. In particular, both parties undertake not to use the personal data obtained from the other party or those to which it has had access, for purposes other than that the ones contained in the Contract, or to assign them, not even for conservation, to other people. Notwithstanding the foregoing, the Supplier expressly and unequivocally consents to the transfer of its personal data to entities belonging to the Purchaser's group, according to detail on the Allgaier Group website (www.allgaier-

group.com/en) as well as the international transfer of its data to other countries that do not offer a level of protection comparable to that afforded by the LOPD, to the extent necessary to provide an adequate management of commercial relations with suppliers.

13.2. Likewise, both parties guarantee compliance, in accordance with the GDPR and the LOPD, of the security of the personal data to which each of them has access as a result of their relationship and to prevent its alteration, loss, treatment or unauthorized access.

13.3. Upon completion of the contractual relationship, both parties undertake to return to the other party the personal data processed and to destroy all copies thereof in their possession.

14. CONFIDENTIALITY

14.1. All technical, economic or commercial information relating to the Purchaser, Allgaier Group companies, its customers or its products, which may be disclosed to the Supplier as a result of the performance of the Contract, including its existence and its terms, will be considered as confidential information. Nor may the supplier announce or disclose the existence of any business relationship with the Purchaser without its consent. The Supplier undertakes not to disclose such confidential information to third parties and not to use it, directly or indirectly, for purposes other than those provided for in the Contract.

14.2. The transmission of confidential information by the Supplier to its employees shall only be made when it is strictly necessary for the achievement of the purposes of the Contract, in any case guaranteeing the Supplier the compliance by such employees of the obligation of confidentiality contained in the preceding paragraph.

14.3. Upon termination of the Contract, upon written request of the Purchaser, the Supplier shall deliver all the documentation generated, not being able to keep a partial or full copy of it or shall request its destruction, which must be duly certified by the Supplier.

14.4. This G.C. shall remain in force for five years after the expiration or termination of the Contract

14.5. If required by the Purchaser, the Supplier shall provide technical information on the goods and equipment, such as but not limited to, tooling construction plans or manufacturing tools as well as specifications thereof (negotiated on a case-by-case basis) in the event that they contain industrial secrets or vital know-how for the Supplier), for consultation and approval by the Purchaser, while maintaining the confidentiality of the data in accordance with the clauses of the present G.C.

15. INTELLECTUAL AND INDUSTRIAL PROPERTY

15.1. All and any technologies, processes, methods, formulas, designs, specifications, patents, trademarks, service marks, copyrights, design rights,

inventions, industrial secrets, know-how, information involving ownership intellectual and industrial information and any confidential information (including, but not limited to, any improvements or alterations and derivative works thereof) (hereinafter referred to as the "Intellectual and Industrial Property"), whether they have been delivered by the Purchaser to the Supplier in order to make possible performance of the Contract and or each Order or Delivery Plan, or whether they have been developed by the Supplier itself for the purpose of the performance of the Contract and each Order or Delivery Plan, they will at all times maintain their confidential information and will be the exclusive property of the Purchaser, except in cases of change of Control.

15.2. In this regard, the Supplier expressly acknowledges and accepts that it will not use Intellectual and Industrial Property or any other confidential information received and/or developed during the performance of the Contract and any Order or Plan of Delivery under the protection of the same for, in general, no purpose other than strict compliance with it. In particular, the Supplier expressly acknowledges and agrees that it will not use Intellectual and Industrial Property to provide any third party with goods and/or services without the prior written permission of the Purchaser, and that, in the event of such a circumstance, such illegitimate use will imply conduct objectively contrary to the requirements of good commercial faith, an improper use of the effort of others, and a flagrant violation of industrial/business secrets, such as provided for in Articles 11.1 and 11.2 of Law 3/91, on Unfair Competition and Law 1/2019, of February 20, on Business Secrets, all without prejudice to any other actions that in law could assist the Purchaser.

15.3. The Supplier shall indemnify and hold the Purchaser harmless from any claim or action averting from (i) the infringement by the Products or their process of manufacturing industrial and/or intellectual property rights of a third party (ii) property damage, personal and/or economic losses claimed by any person in connection with the acts and/or omissions of the Supplier, its agents or its employees. In particular, for each breach of the above conditions 15.1 and 15.2, the Supplier shall pay the Purchaser a 5% penalty on the price of the affected Order or Delivery Plan. If multiple Orders have been issued, the penalty will be calculated based on the total Price of the Order.

16. ASSIGNMENTS AND/OR SUBCONTRACTS

16.1. The Supplier may not assign, transfer, substitute, subcontract or supersede the rights and obligations (in particular, the rights arising from billing to the Purchaser) under the Contract, without the express prior written consent of the Purchaser. In the event that the Supplier intends to assign credits against the Purchaser to third parties (factoring), it shall notify the Purchaser prior to such assignment. The Supplier's liability for the subject matter of the Contract shall be the same, whether it has been carried out by itself or by an authorized subcontractor.

16.2. The Supplier may not carry out any assignment or subcontract in whole or in part of the Contract, Order or Delivery Plan without the prior written consent of the Purchaser. In the event of assignment or subcontract without the prior written authorization of the Purchaser in such terms, the Purchaser may terminate the Contract, Order or Delivery Plan upon written notice to the Supplier.

16.3. The Purchaser is expressly authorized by the Supplier to assign in whole or in part to any company in its group its contractual position in the Contract.

17. FORCE MAJEURE

17.1. Force majeure is any unforeseen or foreseeable event that cannot be avoided, and which makes it extremely difficult or impossible to fulfil the obligations of either party.

17.2. Strikes, unemployment and labour disputes affecting only employees or dependent personnel of the Supplier, lack of means of transport or materials, delays of subcontractors, or delays of sub-suppliers, will not be considered as force majeure events and neither will be those circumstances that, pursuant to the above condition 17.1, are not communicated to the Purchaser (regardless of whether the Purchaser may have been aware by other means) within five natural days as from the day the causes of those events arise, with the expression of the same and the expected duration, as well as the alternative measures taken or adoptable to solve or minimize to the maximum the inconveniences that may arise by such force majeure events, occur.

17.3. When a force majeure event occurs, the period of compliance shall be extended in a manner equivalent to the number of days during which force majeure has taken place. If the force majeure event lasts longer than 60 calendar days or if, under the circumstances, it is obvious that it will last at least 60 calendar days, the unaffected party may terminate the Contract, Order or Delivery Plan by notifying the other party.

18. LIABILITY

18.1. Without prejudice to the liabilities provided for throughout these GCP and in other documents that are part of the Contract:

18.1.1. The Supplier shall be solely responsible to the Purchaser for the correct performance of the Contract, Order or Delivery Plan, without being able to delegate such liability, in any case, to subcontractors employed by the Supplier under such Contract, Order or Delivery Plan.

18.1.2. The Supplier shall be liable for the exact performance of its legal and contractual obligations to its suppliers and subcontractors and, in particular, that the materials and equipment delivered or provided for the performance of the Contract, Order or Delivery are its property, free use and disposal and are free of third parties' charges and levies.

18.1.3. Where the role of the Supplier consists of two or more persons or a group of them, each and every group of them are jointly and severally obliged to comply with the Contract, Order or Delivery Plan and also to respond with the obligations set out in these documents and in these GCP.

18.2. The Supplier states that its capacity to trade has not been limited or is not subject to any specific limitation, nor is it included in any list of the Spanish Administration (whether central, regional, local, etc.), European or, where appropriate, U.S. limiting its ability to trade with nationals of those countries, for reasons of terrorism, drug trafficking or money laundering, declaring compliance with the provisions of the rules and regulations in force at the time of execution of this Contract in accordance with the rules of terrorism, drug trafficking and/or money laundering prevention, and declaring it will comply with such rules whilst the Contract or any provision thereof is in force. Supplier acknowledges and accepts that any inclusion in such lists or the limitation of its ability to trade with U.S. nationals during the execution of this Contract will be a legitimate cause for its termination.

18.3. The Supplier states that it is aware of the existence of the Spanish, European and US legislation in both commercial, tax and criminal matters relating to corrupt practices between individuals and/or between individuals and Public Administration companies abroad. In this regard, it states that, with respect to the benefits contained in this Contract, it has not offered, made or authorized, illegal payments, or the delivery of offerings of value, in order to facilitate formalities whether it be before Public Administrations, or entities of political nature, committing to and guaranteeing that it will not carry out such actions whilst the contractual relationship with the Purchaser and/or its related legal companies.

The Supplier declares that neither it nor its directors, shareholders or employees are public officials, or direct relatives of public officials or any entity that could facilitate formalities related to the benefits of this Contract.

18.4. The Supplier undertakes to notify the Purchaser in writing, for the purposes of Law 10/2010 of April 28 on the identification of the beneficial owner in prevention of money laundering, the following data of the natural person who is the shareholder(s) or partner(s) of the Supplier: the name, surname and ID number of those who are beneficial owners of the Supplier declaring, from this moment, the veracity of the data to be provided to the Purchaser.

19. INVALIDITY

19.1. Where any of the terms of the Contract or these GCP is found to be unlawful, null and void or unenforceable, in whole or in part, such illegality, nullity or unenforceability shall not extend to the other clauses, which shall remain in force.

19.2. The parties agree to replace any clause that would be unlawful, null and void or unenforceable with a valid clause, of as similar effect as possible.

20. TERM AND TERMINATION

20.1. These GCP shall begin to take effect from their signature and shall remain in force for the duration of the commercial relationship between Purchaser and Supplier.

20.2. The Purchaser or the Supplier may cancel, in whole or in part, the Contract, without incurring any expense, by simply notifying the non-compliant party in writing,

in case of any of the following: (i) substantial or gross or repeated breach attributable to the other party of any of the provisions of the Contract; (ii) extinction of the legal personality of the other party; or (iii) concurrence of any legal situation that limits the full capacity of the other party to administer or dispose of its goods and that negatively affects compliance of its obligations in accordance with the Contract (including, but not limited to, request for a necessary or voluntary bankruptcy, suspension of payments, insolvency or liquidation, their respective admission to judicial proceedings, or any other insolvency proceedings of such companies or, in the event of a general transfer of the debtor's assets in favour of creditors).

20.3. Likewise, the Purchaser may terminate the Contract in whole or in part, without incurring any expense, by simply notifying the Supplier in writing, in any of the following cases: (i) when, in Purchaser's opinion, delays in manufacturing processes, assembly or execution may compromise agreed delivery times or the quality levels required by the Contract are not met; or (ii) when a "Change of Control" of the Supplier occurs. For the purposes of this section "Change of Control" means the situation in which any person or group of persons (acting, in this latter case, in a concerted manner) takes control of the Supplier so that, in the Purchaser's reasonable opinion, it can adversely affect its interests. For this purpose, it shall be understood that such a takeover has taken place where, after the direct or indirect acquisition of shares or participations of the Supplier, any of the requirements laid down in Article 5 of Royal Legislative Decree 4/2015, of October 23, which approves the consolidated text of the Securities Market Law fulfilled so as to consider that the Supplier belongs to the same group as the acquirer of its shares or participations.

21. APPLICABLE LAW AND JURISDICTION

21.1. The Contract and all relations between the parties in connection with the supply covered by the Contract shall be governed by and construed in accordance with Spanish law, with the express exclusion of (i) referral of conflict rules other than the Spanish conflict rules (ii) the United Nations Convention on Contracts for the International Sale of Goods.

21.2. The Purchaser and the Supplier, expressly waiving their own jurisdiction, expressly and irrevocably submit to the Courts and Tribunals of the City of Madrid for any matters that may arise from the interpretation, validity or compliance with the GCP and/or any Contract submitted thereto. However, the Purchaser reserves the right to submit any dispute with the Supplier to the Courts of the Supplier's domicile, or to the Courts of the place of the delivery of the Products.