

**GENERAL CONDITIONS OF SALE OF ALLGAIER MOGENSEN SLU****1. OBJECT AND SCOPE**

- 1.1.1.1. This document establishes the general conditions of sale (hereinafter, jointly the "GCS" and individually "GC") that regulate the supply of all types of goods, equipment, materials or services (hereinafter the "Products") by Allgaier Mogensen SLU (hereinafter, the "Supplier") to [●] (hereinafter, the "Buyer").
- 1.2. Unless otherwise established in the Supplier's offer accepted by the Buyer (hereinafter the "Offer"), they must be understood to be excluded from the scope of the Offer and, therefore, from the offered price (as Price is defined in GC 3.1 ) the work of loading and unloading, receiving materials, packaging and labeling, storage and loading in the means of transportation of the Products.
- 1.3. The documents and illustrations, drawings and indications of weights and measures related in the Offer shall be understood as approximate unless otherwise expressly provided in the Offer.
- 1.4. If necessary, the Buyer is obligated to deliver to the Supplier an adequate quantity of the material to be processed by the Products free of charge to carry out the appropriate tests. The material and the values resulting from the tests will constitute the basis of the supply.

**2. CONTRACTUAL DOCUMENTATION**

- 2.1. The relationship between the Supplier and the Buyer will be governed exclusively by:
  - 2.1.1. these GCS, unless otherwise expressly established in writing. Without prejudice to the following GC 2.3, any condition other than that provided for in the GCS will not be binding on the Supplier even in the event that the Supplier has accepted and initiated the execution of the Buyer's order.
  - 2.1.2. The Offer.
  - 2.1.3. The technical specifications and drawings of the Products based on the Buyer's request (hereinafter, the technical specifications and the drawings together, the "Technical Specifications"), which will be understood to be included in the Offer.
  - 2.1.4. In case of existence, the particular conditions of sale (hereinafter "PCS"), will be understood as included in the Offer, of which they will form an integral part
  - 2.1.5. All the documentation mentioned in section 2.1 will be denominated the Contract as a whole.
- 2.2. In the event of a discrepancy between the different parts of the Contract:
  - (a) the Offer will prevail over these GCS; (b) the GCS will prevail over the Buyer's order.
- 2.3. Without prejudice to the provisions of GC 9 (MODIFICATIONS), any derogation or modification of the Offer or of these GCS must be previously agreed in writing between the Supplier and the Buyer. These

modifications will prevail over the other terms of the Contract, but only with respect to the specific Product affected.

### **3. PRICES AND FORM OF PAYMENT**

- 3.1. Unless otherwise expressly established, the price (hereinafter the "Price") shall be understood to be ExWorks (according to the Incoterms applicable on the date of the Offer), excluding packaging, cargo, insurance, transportation, VAT applicable at all times and any other additional costs (storage, third party inspections, etc.).
- 3.2. The Price of the Offer will not include:
  - 3.2.1. Other indirect taxes, fees or similar contributions (among others, taxes on property, licenses, taxes on economic activity, taxes on consumption or use of goods) that are generated in relation to the Offer and with the execution of the order at the point of origin or destination.
  - 3.2.2. Taxes, fees, duties, customs duties, contributions or other charges and charges of any nature in relation to the execution of the Offer in the country of destination or execution.
  - 3.2.3. Possible expenses arising for the legalization of the Products, obtaining licenses, certifications and approvals issued by official bodies, permits, visas from official schools and similar.
  - 3.2.4. Necessary additional expenses (among others, travel expenses or subsistence).
- 3.3. The Supplier has the right to increase the Price agreed in the Offer with a maximum of 5% in the event that:
  - 3.3.1. More than six (6) months elapse between the confirmation of the Offer by the Buyer and the start date of the design, if applicable (prototypes) or of the production reflected in the Offer; or
  - 3.3.2. The aforementioned production takes more than six (6) months and there is consequently, among others, an increase in the price of materials, consumables, social charges, wages, transportation, packaging, or in the price of parts of the products purchased by the Supplier to integrate them into the Products;
- 3.4. Unless otherwise established in the Offer, payment will be made within 30 days from the date of notification of making the Products available for delivery or acceptance, regardless of the date on which such delivery or acceptance occurs. . The Provider will be entitled to collect interest for late payment at the rate resulting from the sum of the interest rate applied by the European Central Bank to its most recent main financing operation carried out before the first day of the calendar semester in question plus eight (8 ) percentage points on late payments without the need for any requirement and without prejudice to any other right that may correspond.
- 3.5. In the event that the payment of the Price has been agreed in installments and the Buyer is delayed in only one of them (totally or partially) for more than 15 calendar days from the expiration date of the agreed term, the amount of the Price still outstanding will accrue and will be considered immediately liquid, past due and payable.

Consequently, regardless of the agreed payment method, the Supplier may, at its sole discretion: (i) claim immediate payment of the Price in full, (ii) withhold delivery until the Price has been paid or (iii) terminate the Contract if, once signed, the Supplier has reasons that it can prove to consider that there is a real risk of non-payment of the Price, taking into account the Buyer's circumstances. The fact that the Provider does not exercise this right will not mean in any case that it waives it.

- 3.6. The Buyer will only have the right to withhold or to compensate those amounts corresponding to claims not discussed by the Supplier or that are final by virtue of a final and binding judicial decision.

#### **4. DELIVERY AND DELAYS**

- 4.1. The delivery time will be the one agreed by both Parties and established in the PCS.
- 4.2. Compliance with the delivery period by the Supplier will be conditional on the receipt of the materials necessary for the production of the Products in the times and qualities indicated in the Offer.
- 4.3. The Supplier will deliver the Products within the agreed period provided that the following preconditions have been met:
- 4.3.1. That he has received from the Buyer in a timely manner the information, documentation, permits, etc. that correspond in each case.
- 4.3.2. That there is no discrepancy between the Parties on the agreed commercial and technical conditions, in particular, on the Technical Specifications.
- 4.3.3. That the Buyer has fulfilled its corresponding contractual obligations and executed the work required by him in a timely manner by himself or by a third party that he has contracted for this purpose. In particular, that the Buyer has complied with the agreed payment GCS.

Until the previous conditions 4.3.1, 4.3.2 and 4.3.3 have not been met, the delivery period will be understood to be extended, at least, for the same period that the Buyer takes in fulfilling them.

- 4.4. The Supplier will be authorized to make partial deliveries and to invoice the Products partially delivered unless, considering the interests of both Parties, a partial acceptance of the Products by the Buyer cannot be considered reasonable.
- 4.5. Unless it is attributable exclusively to the Supplier, the latter shall not be liable for any delay caused by the Buyer, its agent or any other contractor of the Buyer, nor will it assume costs or expenses that are a direct or indirect consequence of such delay regardless of its cause. The Supplier will be released from all obligations to pay fines, penalties (contractual or not), costs and expenses incurred by it of any nature (general, exceptional, habitual or due to demobilization, demolition or withdrawal, etc.), costs and expenses that will be reimbursed by the

Buyer.

- 4.6. If for reasons exclusively attributable to the Supplier, the latter is delayed in delivering the Products by more than two weeks, a penalty of [0.5]% of the Price of the part of the Products whose delivery has been delayed for each full week will accrue with a maximum total of [5]% of the Price of the part of the Products whose 1.1. delivery has been delayed, and the penalty may in no case exceed [●]% of the Price. This penalty will be the sole and exclusive compensation for delays in delivery and will accrue only to the extent that the Buyer duly proves that he has suffered losses due to the delay attributable exclusively to the Supplier and without prejudice to the provisions of GC 18 (TERMINATION) .
- 4.7. In the event of delay in delivery due to a Force Majeure Event (as defined in GC 14), the delivery period will be extended, at least, for a period equal to that of the delay, all without prejudice than the provisions of GC 14 (FORCE MAJEURE).
- 4.8. The Buyer will not be entitled to any other claim or right for delays in delivery other than those provided for in this GC 4 and, where appropriate, in GC 18 (TERMINATION).
- 4.9. In the event that the Buyer suspends the delivery or execution of the works, he must reimburse the Supplier for all costs and expenses that such suspension has caused him and will grant him an extension of the term for completion. If the suspension lasts more than 60 calendar days, the Supplier may terminate the Contract without prejudice to the rights provided in GC 18 (TERMINATION).

## **5. TRANSFER OF RISK**

- 5.1. The risk of damage or loss of the Products will be transmitted to the Buyer, even if the Supplier must pay for their transport, on the date on which:
- 5.1.1. The Products have been delivered to the carrier or the Buyer is notified that they are made available at the Supplier's facilities for acceptance or delivery, even in the case of (i) partial deliveries of Products; (ii) that the Supplier should not carry out the assembly, installation or start-up of the Products at the location or facilities of the Buyer or those of a third party designated by the latter; or (iii) that the Supplier has assumed other complementary services such as transportation, delivery and installation.
- 5.1.2. The delivery of the Products is accepted in accordance with GC 7.2 (ACCEPTANCE), unless expressly rejected in writing by the Buyer for justified and duly accredited reasons.
- 5.2. These risks will also be transmitted to the Buyer at the time when (i) the Buyer, without any justification, refuses to accept the delivery of the Products or the shipment, delivery, installation, commissioning; (ii) or the start of the tests are delayed for reasons attributable to the Buyer; (iii) or in the case of having started the commercial exploitation of the Products by the Buyer or by a third party. From that moment on, if applicable, any cost or expense for storage, conservation, maintenance, insurance, etc., incurred by the Supplier or third Parties designated by

it will be at the Buyer's risk and expense.

5.3. In the event that making available or the acceptance of the Products is delayed or does not take place for any reason not attributable to the Supplier, the risk of damage or loss will be transmitted to the Buyer from the date of notification that the Products are made available for shipment or acceptance. In this case, any cost or expense for storage, conservation, maintenance, insurance, etc., incurred by the Supplier or third Parties designated by it will be at the Buyer's risk and expense.

## **6. RETENTION OF TITLE**

6.1. The bare ownership of the Products will be of the Supplier as long as the payment of the entire Price does not occur.

6.2. By virtue of the GCS and for the entire duration of the retention of title, the Buyer will be obligated to care for and maintain the Products at his own expense and to contract the insurance policies necessary for their safeguarding (theft, loss, fire, flood and any other risk) and to do everything that is necessary to ensure that the Supplier's property of the Products is not damaged. If the Buyer does not contract the policy, he may do so from the Supplier at his own expense, without prejudice to the Buyer's responsibilities under these GCS and the Contract.

6.3. In the event of breach of the GCS or the Contract by the Buyer and, in particular, when such breach is of its payment obligation, the Supplier will send a request to the Buyer, who will be obligated to return the Products.

## **7. RECEIPT OF GOODS AND ACCEPTANCE.**

7.1. Receipt of delivery.

7.1.1. The Buyer will be obligated to accept the delivery of the Products or part of them, unless they or part of them are defective, provided that this defect is significant or substantial and not minor and the Buyer has notified the Supplier within the 3 calendar days following the delivery of the Products and the defects have not been corrected within the term agreed between the Parties and without prejudice to the provisions of GC 7.2 (ACCEPTANCE) and GC 10 (LIABILITY FOR DEFECTS).

7.1.2. Immediately upon receipt of the Products, the Buyer will review them and notify the last carrier (with a copy to the Supplier) of any damage that may have been caused to them, providing proof of such damage.

7.2. Acceptance.

7.2.1. In the event that the Products are subject to acceptance, the Buyer will accept the Products or parts thereof, including engineering, factory testing, installation, assembly, commissioning and other tests separately after their respective completion.

7.2.2. If the Supplier informs the Buyer that the Products or part of them are ready for acceptance, the Buyer will accept, in writing, the Products or the corresponding part within a period of 3 calendar

days from the date of notification. After that period, the Products or the corresponding part will be considered as accepted, unless the Buyer declares and demonstrates justified reasons to reject the acceptance.

- 7.2.3. In any case, the Products or parts of the Products will be considered accepted as soon as they enter into commercial operation or the assembly or installation and commissioning of the Buyer or third party designated by the Buyer begins, if the scheduled acceptance date is delayed more than 3 calendar days for reasons not attributable to the Provider.
- 7.2.4. The acceptance criteria will be subject to the Technical Specifications. The Buyer will only have the right to reject acceptance in the event that significant deviations from the Technical Specifications are detected that prevent the Products from being put into operation and provided that it has acted in accordance with GC 7.1.1.
- 7.2.5. The Buyer will not have the right to reject the acceptance definitively, unless significant deviations cannot be corrected or have not been corrected within the period agreed by the Parties or the Supplier has finally refused to provide an adequate solution.
- 7.2.6. In the event that, as the case may be, performance tests, behavior tests, travel tests, assembly, installation, assembly and commissioning are to be carried out by the Supplier after the acceptance of the Products in accordance with the paragraphs above, the acceptance will not be affected by not having been possible to carry out one or more of the tests.
- 7.2.7. Except for the costs and expenses of the Supplier for its own personnel or infrastructures, all costs and expenses incurred for inspections, tests, homologation, certifications, approvals, acceptance processes, etc. shall be borne by the Buyer.

## **8. BUYER'S OBLIGATIONS.**

- 8.1. The Buyer shall be solely responsible for requesting and obtaining all necessary licenses, permits and approvals that are required for the installation, assembly, assembly and commissioning, acceptance and use of the Products.
- 8.2. In the event that the Supplier must carry out the assembly, installation, construction, assembly, commissioning and testing of the Products or part of them outside its facilities at the place designated by the Buyer (hereinafter the "Site") , the Buyer will provide, promptly, and at its own risk and expense, the following:
  - 8.2.1. Unrestricted Access to the Site.
  - 8.2.2. Assistance with respect to obtaining authorizations and visas, work permits, customs permits for the equipment or personnel of the Supplier or its subcontractors.
  - 8.2.3. All non-specific work of the Supplier's business, including necessary labor, materials, and tools.

- 8.2.4. Provision of the equipment, tools, and material necessary for the execution of the work on Site by the Supplier.
- 8.2.5. Provision of sources of energy, water, heating and lighting and any other supply that is required, as well as its installation or infrastructure.
- 8.2.6. Adequate, dry, closed spaces provided with locks and keys to store materials, tools, etc., suitable work and leisure rooms for the Supplier's personnel or its subcontractors, including telephones and Internet access, and appropriate sanitary facilities , in accordance with current or applicable regulations on the Site, especially in matters of safety at work and prevention of occupational risks.
- 8.2.7. All security measures required to protect the property of the Supplier and its subcontractors.
- 8.3. The Buyer will be responsible for providing all the necessary information to the Supplier necessary for the execution of the work on the Site and, in the event that such work may generate hazardous waste (as such term is defined in the applicable regulations) it will provide, at his own expense, the containers that comply with the applicable regulations and will handle, store, remove or dispose of them in accordance with applicable regulations. The Buyer will be responsible for the fulfillment of all the obligations required by virtue of the environmental regulations, such fulfillment being at his own expense.
- 8.4. If the work on the Site is delayed for reasons not attributable to the Supplier, the Buyer will pay the Supplier all costs and additional expenses arising due from the delay.

## **9. MODIFICATIONS**

- 9.1. The Supplier will be obliged to deliver the Products in accordance with the legislation and regulations valid on the date of signing the Contract.
- 9.2. In the event that the Products must undergo modifications due to a change in legal requirements (be it due to modifications of laws, technical standards of imperative application, or decisions / resolutions of the Courts or competent public authorities) after the signature of the Contract, the Supplier shall be entitled to an adequate adjustment of the Contract Price and the delivery dates.
- 9.3. In the event that the Buyer requests the modification of the Products, they must send the Supplier a request in writing to that effect. The Supplier will review the request within a reasonable period of time and will notify the Buyer of the price adjustment and delivery dates that may result from the request. In the event that the Buyer decides to implement the requested modifications, the Parties will agree in writing and prior to the Supplier initiating the execution of the required modifications, the scope of the variation, the adjustment of the Contract Price and the delivery dates and any other obligations.
- 9.4. In the event of a sudden change in circumstances that entail an increase or decrease in the Price of 5% or more, the Parties will agree in writing to adjust the Contract Price and the delivery dates and any other

obligations. affected contractual agreements, all without prejudice to the rights that each party may exercise in the defense of their interests in accordance, where appropriate, with GC 22 (APPLICABLE LAW AND RESOLUTION OF CONFLICTS).

## **10. LIABILITY FOR DEFECTS**

The Supplier shall be liable to the Buyer under the terms of this GC 10, for defects in the design and the choice of material of the Products, workmanship, assembly, installation and assembly, including any non-conformity with the explicitly guaranteed characteristics or the breach of the guarantees, arising from circumstances existing before the date of transfer of risks (hereinafter, "Defects"), even if the Defects appear later, provided that it is within the guarantee period established in GC 10.4 .

- 10.1. The following will not be considered as Defects:
  - 10.1.1. Normal wear and tear after risk transfer.
  - 10.1.2. Any minor deviation of the Products from what is established in the specifications.
  - 10.1.3. Those defects caused by improper handling, excessive use or other inappropriate use by the Buyer or third Parties.
  - 10.1.4. Those defects caused by not following the instructions or recommendations contained in the operation and maintenance manuals or other documentation provided by the Supplier.
  - 10.1.5. Those defects caused by the Buyer or a third party having made changes or alterations to the Product or a joint use with other products or equipment not authorized in writing by the Supplier.
  - 10.1.6. Errors in the software that are not reproducible.
- 10.2. The Provider will be exonerated of all responsibility if:
  - 10.2.1. The Buyer or third Parties carry out repairs, replacements, or modifications to the Products without the prior written authorization of the Supplier.
  - 10.2.2. The Buyer has not taken the appropriate measures to mitigate the damages due to Defects.
  - 10.2.3. The Buyer does not notify the Supplier in writing without undue delay of the existence of such a Defect.
  - 10.2.4. The Buyer does not give the Supplier the opportunity to correct said Defect.
- 10.3. The warranty period for Defects is twelve (12) months from the date of transfer of risks of the Product or parts of it in case of partial deliveries, to the Buyer.
- 10.4. The Supplier, at its sole option, will remedy the Defects by repairing, modifying, replacing, or re-executing the defective part.
- 10.5. The Buyer shall give the Supplier the necessary opportunities and adequate time to correct the Defects.
- 10.6. If the Supplier carries out repair work and, finally, it is determined

that there were no Defects, the Buyer will be obligated to reimburse the Supplier for the costs and expenses incurred in the repair, replacement or modification and the verification of the existence of the Defects.

- 10.7. All responsibility of the Supplier for any defect or Defect will end with the expiration of the warranty period established in the previous GC 10.4.
- 10.8. The Supplier, except for the guarantees expressly established in these GCS or in the Contract, will not be responsible for any other express or implicit guarantees, including where appropriate (but not limited to) the guarantees that refer to the fact that the Products must comply with the "necessary for its commercialization" (warranty of merchantability) or with the "purpose adapted to its objective" (fitness for purpose).
- 10.9. Any other liability of the Supplier or claim of the Buyer for Defects other than those expressly established in this GC 10 or GC 18 (TERMINATION) is excluded.

## **11. LIMITATION OF LIABILITY**

- 11.1. Any rights or claims of the Buyer against the Supplier that are not expressly provided for in these GCS are excluded, regardless of the regulations on which they are based, without prejudice to the provisions of the following GC 11.4.
- 11.2. In no event shall the Supplier be liable for consequential, direct or indirect, material or immaterial damages, such as loss of profits, loss of use, business interruptions, loss of interest, loss of information or data, or for loss or damage which are based on claims of the Buyer's contractual partners.
- 11.3. The Supplier's liability will be limited to [●] euros for each case. Furthermore, in any case the global liability of the Supplier (for all concepts that may derive from these GCS or from the Contract, including without limitation, penalties, damages, etc.) will not exceed [●]% of the Contract Price.
- 11.4. The limitations of liability provided for in this GC 11 or in other GC of these GCS will not apply if the liability is mandatory by legal mandate or in cases of intent or gross negligence attributable exclusively to the Supplier.
- 11.5. The limitations and exclusions of liability set forth herein shall be applicable to the benefit of the subcontractors, employees, managers or agents or any other person acting on behalf of the Supplier.
- 11.6. The Buyer will indemnify the Supplier from the claims made by its contractual partners when they exceed the established limits.
- 11.7. Any obligation of the Supplier to indemnify the Buyer against legitimate claims of a third party in relation to the Products will be subject to the conditions established in GC 12.5, sections 12.5.1, 12.5.2 and 12.5.3.
- 11.8. Any type of responsibility of the Supplier under these GCS or

under the Contract will cease on the date of expiration of the warranty period for Product Defects.

## **12. INTELLECTUAL PROPERTY**

12.1. Unless expressly stated otherwise, the Provider reserves all rights and ownership over the Software (as defined in GC 13) and over all technical documents or whose content may be considered as intellectual or industrial property of the Provider and that are delivered by the Supplier in relation to the Offer (hereinafter "Documents") as well as all intellectual and industrial property rights (hereinafter "Intellectual Property Rights") on the Products and Documents.

12.2. The Buyer may only use the Documents, without modifying them, and insofar as they are necessary to carry out the operation and maintenance of the Products, with its own personnel, unless the Supplier has expressly agreed in writing to any additional use. Specifically, the Buyer may not use the Products or any part of them for their reproduction, decompilation, investigation of trade secrets (reverse engineering) or manufacture of any of their components.

12.3. The rights mentioned in GC 12.2 may be assigned to a third party only in conjunction with the Products that are assigned to said third party.

12.4. In the event that a third party, due to a violation of Intellectual Property Rights in relation to the Products, takes legal action against the Buyer, the Supplier, at its own expense and as it deems appropriate, it will be obligated, at its expense, to:

12.4.1. Obtain the use of the Intellectual Property Rights of the Products.

12.4.2. Modify the Products so that Intellectual Property Rights are not violated.

Replace the part of the Products that violates Intellectual Property Rights.

If, in its opinion, the Supplier determines that it is not possible to reasonably implement any of the above options, then the affected Products must be returned to the Supplier who will reimburse the Buyer for the Price received for such Products.

12.5. The obligations of the Provider mentioned above are subject to the following conditions:

12.5.1. That the Buyer has immediately notified the Supplier in writing about the claims presented by third Parties and that it has provided the Supplier with a copy of each of the communications, notices or any other writing related to the alleged infringement.

12.5.2. That the Buyer has not recognized the infringement and that it has given the Supplier the power, information, and necessary assistance to defend, or settle the demand or claim as the Supplier determines.

12.5.3. That the Provider be given exclusive control for the defense (including the right to select advisers, experts and lawyers), and the

exclusive right to settle, compose and compromise in such actions, lawsuits and claims.

If the Buyer stops using the Products or any relevant part of them to reduce the damage, or for any other important reasons, the Buyer shall be obliged to notify third Parties in writing that said suspension of use does not mean any acknowledgment of violation of Intellectual property rights.

- 12.6. The rights that the Buyer has to claim will be excluded when the violation of Intellectual Property Rights is (i) attributable to the Buyer (or its agents, employees or contractors) due, among other cases, to specific requirements or instructions given by the Buyer, (ii) for the Buyer giving the Products an inappropriate, excessive or unforeseen use by the Supplier, in the manuals, guarantees, etc., or (iii) for carrying out the Buyer or third Parties alterations on them, or improper joint use with other equipment or products that had not been previously authorized in writing by the Supplier.
- 12.7. Any other rights, remedies or means of rectification for violation of the Intellectual Property Rights of third Parties other than those established in this GC 12 are excluded.

### **13. SOFTWARE**

- 13.1. Regarding the software included in the Products, both developed by the Supplier and its property (hereinafter the Software), the Buyer will have the non-exclusive right of use, solely in relation to such Products, invariably and as specified in the documentation on Software, if any.
- 13.2. The Buyer may not transfer his rights to use the Software to third Parties.
- 13.3. The Buyer may make a single backup copy of the Software which use is limited to the provisions of this CG 13.
- 13.4. Unless explicitly agreed otherwise, the Software will be delivered only in machine-readable object code. In no case will it be delivered to the Buyer.

### **14. FORCE MAJEURE**

- 14.1. A force majeure event is an event which occurrence is beyond the reasonable control of one of the Parties or its subcontractors and that could not be avoided even using due diligence in a way that has caused one of the Parties to be unable to comply, or is totally or partially delayed in the fulfillment of its obligations derived from these GCS or the Contract. By way of example and not limitation, the strike, acts of war, rebellions, public disorder, terrorism, natural catastrophes, changes in applicable regulations or any act or administrative prohibition not attributable to the party affected by said event shall be considered force majeure events.
- 14.2. In case of an event of force majeure, it will be understood that the affected party has not incurred in total or partial breach of its obligations to the extent that its ability to comply with such obligations may have

been affected by said event.

- 14.3. The affected party must inform the other party, as soon as reasonably possible, about the occurrence of a force majeure event, about the effects that it has produced on its obligations and about the anticipated dates on which said party estimates that it will be able to give compliance with its obligations.
- 14.4. If additional costs are generated for the Supplier as a result of complying with the instructions given by the Buyer in accordance with this GC 14, the Buyer shall reimburse such costs and expenses to the Supplier.
- 14.5. In the event that a force majeure event occurs and its effects extend for a period of more than 120 calendar days, either party may notify the other party of the termination of the Contract, termination that will take effect after 20 calendar days from the date of the notification. If the effects of the force majeure event extend beyond the period of 120 calendar days, the Contract will be terminated with regard to the parts of the Products that have not yet been delivered.
- 14.6. In the event of termination of the Contract due to an event of force majeure, the Supplier will be entitled to payment of the Price of the finished Products, in progress or committed minus the costs and expenses not incurred.
  - 14.7. The extra costs and expenses directly derived from the suspension or termination due to force majeure and that would not have been incurred if the cause had not taken place shall be assumed equally by the two Parties.

## **15. ASSIGNMENT AND SUBCONTRACTING**

- 15.1. The Buyer shall not have the right to assign the Contract or rights or obligations derived from it, without the prior written consent of the Supplier.
- 15.2. The Supplier will have the right to assign or transfer the Contract or part of it to its affiliated companies, that is, any legal entity that is, directly or indirectly, controlled by the Supplier, controls the Supplier or is under the control of an entity that, directly or indirectly, controls the Supplier.
- 15.3. The Supplier shall be empowered to assign or transfer the Contract or part of it in the event of sale or restructuring operations.
- 15.4. The Supplier may totally or partially subcontract the Contract without the need for prior authorization from the Buyer.

## **16. CONFIDENTIALITY**

- 16.1. The Buyer is under the duty not to disclose to third parties documents, data, technical knowledge or any other information that it has received from the Supplier (hereinafter "Confidential Information") without the prior written consent of the Supplier, and to use the

Confidential Information exclusively for the purposes provided for in GC 13.

- 16.2. The Buyer is under the duty to disclose Confidential Information only to those of its employees who need to know said Confidential Information and who are subject to an obligation of confidentiality at least analogous to that required in these GCS.
- 16.3. Likewise, the Buyer is under the duty to protect the Confidential Information, at least with the same care with which he handles his own similar confidential information.
- 16.4. The consent of the Provider for the Confidential Information to be disclosed to third parties will only be valid on condition that the Buyer imposes on the third party the obligation of confidentiality established in these GCS and that the Buyer indemnifies and exempts the Provider from liability in the event that there is a violation of the obligation of confidentiality by this third party.
- 16.5. This obligation of confidentiality will not apply to Confidential Information or the part of it that:
  - 16.5.1. It is or becomes, through no fault of the Buyer, of the public domain.
  - 16.5.2. It is disclosed to the Buyer, in good faith, by a third party, who is not subject to the obligation of confidentiality.
  - 16.5.3. Has been developed independently by the Buyer previously without the need for Confidential Information.
  - 16.5.4. Has been known to the Buyer legitimately before its disclosure by the Supplier.
- 16.6. The law or an administrative or judicial order expressly requires it to be disclosed (in which case, it will be necessary for the Buyer to duly and timely notify the Supplier).
- 16.7. The obligation of confidentiality on the part of the Buyer will remain in force even after the expiration or termination of the Contract for any reason.

## **17. SUSPENSION**

- 17.1. The Provider may suspend the compliance enforcement with these GCS when:
  - 17.1.1. The Buyer's payment is delayed more than 15 calendar days from the due date.
  - 17.1.2. The Supplier has well-founded suspicions that, due to reasons arising after the termination of the Contract, the Buyer is not able to make payments in a timely manner, unless the Buyer provides an adequate guarantee.
  - 17.1.3. The Buyer has not complied with the obligations that are

required for the Supplier to deliver the Products or has substantially breached in any other way these GCS or the Contract.

- 17.1.4. It is not possible to deliver or accept the Products for more than 3 calendar days due to any legal impediment or any obstacle related to export.
- 17.2. In the event that the Supplier suspends the execution of the Contract in accordance with GC 17.1, or in the event that the Buyer suspends the Contract for reasons not attributable to the Supplier, the Buyer shall pay the Supplier all parts of the Products that have already been delivered, executed or that are in progress or committed and, in addition, it will reimburse him for all additional costs and expenses that may have incurred as a result of said suspension (such as payments made to or committed to subcontractors, costs for waiting times, etc.).
- 17.3. Likewise, the Buyer will be obligated to return the Products or part of them at the request of the Supplier. Unless the Provider has not expressly stated otherwise, said return, claim to property rights or any similar fact will not imply the termination of the Contract per se. If the suspension exceeds a duration of [●], the Supplier shall have the right to terminate the Contract by receiving compensation for damages that have occurred as a result of said suspension and termination of the Contract, in addition to the payment of all parts of the Products that have already been delivered or executed and that are in the course of execution or committed and, in addition, it will reimburse him for all additional costs and expenses incurred by said suspension.

## **18. TERMINATION**

- 18.1. The Buyer will be empowered to terminate the Contract, only in the following cases:
  - 18.1.1. Due to delay in the event that the maximum penalty limit established in GC 4.7 has been reached if it is enforceable and the Supplier has not completed or delivered the Products within the additional reasonable period granted and has refused to pay the penalty that exceeds the maximum established in CG 4.7.
  - 18.1.2. In the event of substantial and repeated breach of these GCS or the Contract by the Supplier without the breach having been amended within a reasonable period after notification by the Buyer of its intention to terminate.
- 18.2. Any termination of the Contract by the Buyer will refer only to the part of the Products that have not already been delivered or carried out prior to the date of termination. For the termination of the Contract in accordance with the provisions of GC 18.1, the Buyer will be obligated to pay the Supplier for the parts of the Products already delivered or carried out before the termination and those that are in the process of execution or committed.
- 18.3. In the event that the completion of the works object of the

Contract must be done through a third party, the Buyer will have the right to demand compensation for the amount of costs and expenses incurred with the limitation of the provisions of the GC 11.

- 18.4. The Supplier shall have the right to unilaterally terminate the Contract, regardless of any other rights that assist it, in the following cases:
  - 18.4.1. When the Buyer comes under the control, direct or indirect, of a natural or legal person other than the one at the time of the celebration.
  - 18.4.2. When the occurrence of any of the cases of suspension provided for in GC 17.1 is proven.
  - 18.4.3. If the Contract is suspended for a period exceeding [●] calendar days as a result of the Buyer's breach of its obligations.
  - 18.4.4. In the event of non-payment of one or more invoices within the agreed payment term.
  - 18.4.5. In the event of Force Majeure, as provided in GC 14.
- 18.5. In the event of termination of the Contract by the Provider, the latter shall have the right:
  - 18.5.1. Of the collection of the Contract Price minus the costs not incurred.
  - 18.5.2. To compensation for damages that have occurred due to the termination of the Contract, in addition to the payment of all parts of the Products that have already been delivered or executed and that are in the course of execution or committed and, furthermore, will reimburse him for all additional costs and expenses incurred by such termination.

In the event that the Buyer terminates the Contract at his convenience, without any cause of default by the Supplier, the latter shall be responsible for the full payment of the Contract Price to the Supplier.

## **19. RULES ON EXPORT**

- 19.1. The Buyer must comply with the rules and regulations of (re)export control valid in terms of (re)export control, of Spain, the European Union and the United States of America in the event that the Products supplied by the Provider are transferred to a third party anywhere in the world.
- 19.2. If it is necessary to carry out export control checks, the Buyer, at the Supplier's request, must promptly provide all the information regarding the end customer, specific destination and specific use of the Products, as well as any export control restrictions that may exist.
- 19.3. The Buyer shall indemnify and exonerate the Supplier from all liability for any claim, process, action, fine, loss, cost and damages derived from, or in relation to, any breach of the export control rules and regulations by the Buyer and, likewise, will compensate the Supplier for all losses and expenses that occur as a result, unless such breach was not caused by causes attributable to the Buyer, without this GC 19.3

implying a reversal of the burden of proof .

## **20. RESERVATION CLAUSE**

The Supplier will not be obligated to comply with these GCS or the Contract if such compliance is not possible by virtue of national or international foreign trade and customs regulations, or any embargo or other sanctions.

## **21. MISCELANEOUS**

21.1. In the event that any of the provisions of these GCS or the Contract is annulled, is or becomes invalid or void, the validity or validity of the others will not be affected by it. The Parties, in good faith, will try to replace said invalid or null provision with another valid or applicable one that has the same or similar result.

22. The amendments, modifications, or additions to these GCS or to the Contract will require for their validity to have a written agreement signed by both Parties.

## **23. APPLICABLE LAW AND CONFLICT RESOLUTION**

23.1. The Contract and all the legal relationships that take place between the Parties as a result of the supply object thereof will be governed by Spanish laws and will be interpreted in accordance with them, with express exclusion of (i) any forwarding rules to other legal systems and (ii) the United Nations Convention regarding Contracts for the International Sale of Goods.

23.2. Mediation and arbitration.

23.2.1. In the event that any dispute arises in relation to the Contract or these GCS the Parties will attempt to resolve it through mediation in accordance with the "Model Mediation Procedure" of CEDR (Center for Effective Dispute Resolution, London and the mediation will be It will begin, unless otherwise agreed between the Parties, within 28 calendar days following the request to mediate made by one of the Parties directly or through CEDR. Unless otherwise agreed between the Parties, the mediator will be appointed by the CEDR.

23.2.2. The mediation will take place in Madrid and the language of the mediation will be Spanish, if the nationality of both Parties is from a Spanish-speaking country, or in English in any other case. The mediation agreement to which the Model Procedure refers to will be governed, interpreted, and take effect in accordance with the substantive law of Spain.

23.2.3. If the controversy is not resolved through mediation within 14 calendar days from the beginning of the mediation or within any additional period that the Parties agree in writing, the controversy will be submitted to and definitively resolved by arbitration right of the Spanish Court of Arbitration, which will be the authority that will administer the arbitration in accordance with its Regulations,

valid from the date it begins. In any arbitration initiated in accordance with this GC, the number of arbitrators will be designated by both Parties from among the arbitrators of the panel of the Spanish Court of Arbitration and, in the event that there is no agreement, it will be designated by the Spanish Court of Arbitration in accordance with its Regulations and Statutes. The seat or place of the arbitration will be Madrid, Spain. The costs shall be borne equally between the two Parties.