

## GENERAL PURCHASING CONDITIONS

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### DEFINITION OF

**"Authorities"** means the government and any municipality, local, regional or other political subdivision, ministry or administration having jurisdiction over any part of the SUPPLY.

**"Affiliate"**: means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified entity. For the purposes of this definition, control of an entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of that entity, whether by contract or otherwise, and ownership of a majority of the voting rights of another entity shall create a rebuttable presumption that that entity controls that other entity.

**"BUYER"**: CALVERA or CALVERA group

**"Location"**: means the premises of the BUYER or whoever he indicates, or those of the BUYER's client.

**"Delivery Date"**: means the date on which the SUPPLIER has to deliver the SUPPLY to the BUYER in accordance with the Purchase Order. The Purchase Order will include the Delivery Date in the business requirements.

**"Force Majeure"**: shall have the meaning set forth in Applicable Law.

**"Law(s) or Applicable Law(s)"**: where applicable to a person, property or circumstance, and as amended: (a) statutes (including regulations promulgated pursuant to those statutes); (b) national, regional, provincial, state, municipal or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations and orders issued by Authorities; and (e) regulatory approvals, permits, licenses and authorizations.

**"Place of Delivery"**: the place where the SUPPLIER must deliver the SUPPLY, in accordance with the applicable Incoterm, and indicated in the Purchase Order.

**"Purchase Order"**: means the Purchase Order form, the commercial requirements, the request for quotation, the special conditions and these General Purchasing Conditions, including the annexes, or documents referred to in any of the above. An order without a Purchase Order will not be considered valid.

**"Warranty Period"**: It shall have the meaning set out in Article 13.1.2.

**"Intellectual Property"** is defined as all rights contained in patents and patent applications, inventions, trademarks, copyrights, designs, plans and any registration or application therein; together with any trade secrets, know-how and any other legal interests recognized or protected as intellectual property rights anywhere in the world.

**"OWNER"**: Customer of the BUYER or End User of the equipment, materials and / or services, related to the SUPPLY.

**"SUPPLIER"**: The natural or legal person with whom the Purchase Order is made.

**"Subcontractor(s)"**: The natural or legal person hired by the SUPPLIER for the SUPPLY.

**"SUPPLY"**: Materials, documents, equipment, software, designs, certifications and any other activity or service, which are directly or indirectly related to the SUPPLY.

### 1.0 DELIVERY.

1.1 The Delivery Date indicated in the Purchase Order is an essential condition of the Purchase Order and shall therefore be fixed and final. The SUPPLIER accepts that the delivery times at destination, which are established for the SUPPLY in the Purchase Order, totally or partially, including the delivery of the Technical Documentation, will be mandatory and will not be modified, and the delivery date thereof will not be postponed without the prior written consent of the BUYER.

1.2 In case of non-compliance with the aforementioned Delivery Date, the penalty provided for in the Purchase Order will apply prior notice to the SUPPLIER. The application of such penalty, which shall be cumulative with any compensation for damages due to the SUPPLIER's failure to comply with the Delivery Date and shall not relieve the SUPPLIER of its obligations or liabilities hereunder.

1.3 If, due to a valid Force Majeure event, the SUPPLIER is inexorably obliged to delay the execution and completion of the SUPPLY, provided that the SUPPLIER – without delay and in any case within 4 days of the event causing the delay – has duly informed the BUYER in writing of such event and has requested an extension, the BUYER, upon receipt of such

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notification, may grant -in writing- this extension, which will never exceed the duration of the Force

Majeure event that gave rise to the delay, all of the above without prejudice to the terms established in article 12.

The BUYER may also grant an extension of the delivery times, as indicated above, in case of suspension of the Purchase Order, in accordance with Article 9 of these General Purchasing Conditions (but not in case of suspension due to non-compliance by the SUPPLIER with any of its obligations under the Purchase Order or in case of Changes pursuant to Article 2).

1.4 The SUPPLIER declares that it has received all the information and documents necessary for the execution of the Purchase Order. The SUPPLIER shall verify the drawings, specifications and any other documents, and shall be fully aware of all conditions under which the SUPPLY is to be executed with respect to the scope, nature and any other condition that may, in any way, affect the SUPPLY. In case of contradiction or deviation in the documents provided to the SUPPLIER that cannot be resolved taking into account the order of precedence, the most restrictive condition will be that applicable to the SUPPLIER.

In the event that the SUPPLIER performs work on the Site to complete the scope of the Purchase Order, the SUPPLIER shall comply with the conditions of the Site where, if applicable, the materials and/or equipment will be installed and, accordingly, the SUPPLIER shall bear any costs due to non-compliance with the conditions of the Site.

1.5 The SUPPLIER, at no cost to the BUYER unless otherwise stated in the Purchase Order, shall provide all required drawings – both for information and for approval or final versions – as well as workshop manufacturing drawings, installation, operation and maintenance manuals, lists of components and any other general information, in the quantities and within the deadlines established in the Purchase Order and / or documents attached to it. Once the SUPPLIER has delivered to the BUYER all the equipment, materials and documents requested, all in accordance with the conditions of the Purchase Order and to the satisfaction of the BUYER, the SUPPLY will be considered completed and the terms of delivery will be fulfilled.

1.6 In the specific case of design requiring approval, they shall be submitted as many times as deemed necessary until final approval, at no

additional cost to the BUYER. No extension will be granted in the approval of documents that are delayed for reasons attributable to the SUPPLIER.

1.7 The BUYER reserves the right to modify, for any reason, the dates of authorization for shipment of equipment and / or materials, even if the Delivery Date has been reached. In such a case, the SUPPLIER shall, at its own expense, store, maintain and take out insurance to cover damage caused to equipment and / or materials for a period of three (3) months after the notification made to this effect by the BUYER.

1.8 The SUPPLIER shall notify the BUYER in writing of any actual or expected delay or any impact on the progress of the works due to a lack of availability of materials, as soon as the SUPPLIER knows or should have been known to the SUPPLIER. The notification shall include the root cause, the expected delay and the measures taken to mitigate such delay.

1.9 The SUPPLIER shall perform any and all inferred work and services necessary to meet the requirements of the Purchase Order.

### 2.0 CHANGES

2.1 The BUYER, at any time during the SUPPLY, shall be entitled, upon written notice to the SUPPLIER, to make changes, additions or cancellations to the SUPPLY (hereinafter referred to as "Changes"); and the SUPPLIER shall comply with the instructions of the BUYER. If such changes involve an increase or reduction of the costs incurred by the SUPPLIER and/or a change in the time required for delivery of the SUPPLY, the SUPPLIER shall notify the BUYER in writing. In such case, both parties will negotiate an equitable adjustment in the purchase price and delivery terms, which will be provided in a specific review of the Purchase Order.

At all times, the SUPPLIER will proceed with the work of the SUPPLY with due diligence and without delay. Including without limitation in case of disputes or for Changes.

2.2. In the event that no agreement is reached, the SUPPLIER shall comply with the instructions of the BUYER, including the implementation of the disputed Changes.

### 3.0 ASSIGNMENT AND SUBCONTRACTING

3.1 The SUPPLIER shall not assign or transfer in whole or in part any of its rights, remedies, benefits, interests, obligations or liabilities under

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the Purchase Order or subcontract the Purchase Order, in whole or in part, without the prior written approval of the BUYER. This approval shall be requested in writing from the BUYER, indicating the parts to be subcontracted or assigned and the identification of the Subcontractor or assignee, so that the BUYER can exercise the right of approval

/ inspection in Subcontractor or assignee. In case of subcontracting, the SUPPLIER shall obtain a prior written commitment from its Subcontractor to comply with the obligations of the Purchase Order to the extent applicable to them. The SUPPLIER shall be fully responsible for the SUPPLY performed by its Subcontractors. Subcontracting shall not imply any relationship between the Subcontractor and the BUYER. The SUPPLIER shall defend, indemnify and hold harmless the BUYER from any loss or damage that may arise from any claim by its Subcontractors.

3.2 The BUYER shall not be liable to any Subcontractor or its personnel for any claim arising out of the Purchase Order. To this end, once the subcontracting has been authorized, the SUPPLIER shall submit an express written waiver of the rights of the Subcontractor in accordance with article 1597 of the Spanish Civil Code. In the event that the waiver of article 1597 has not been obtained, the SUPPLIER will indemnify and hold harmless the BUYER from any claim arising from this cause.

3.3 The SUPPLIER must comply with the subcontracting system provided for in Law 32/2006 on Subcontracting and the regulations for its development.

The SUPPLIER shall communicate and ensure that its Subcontractors communicate to the BUYER any legally established information so that the BUYER can comply with its legal obligations, in accordance with the Subcontracting Act 32/2006 and the respective implementing regulations.

3.4 The BUYER shall be entitled to assign its contractual position to Affiliates, with prior notification to the SUPPLIER.

### 4.0 CONFIDENTIALITY

4.1 All information provided by the BUYER to the SUPPLIER in connection with the Purchase Order, prior to or after the signing of the Purchase Order, whether or not identified as confidential information, shall be deemed to be "Confidential Information" and shall include, but not limited to, engineering designs or data, diagrams, specifications, equipment test results or data

relating to the operation, business practices, workshop procedures, improvements, methodological knowledge, inventions, patent applications, reports, financial data or any other document or information (oral or written) in connection with the Purchase Order, as well as any copy, reproduction, description or summary thereof.

4.2 The confidentiality obligations under the Purchase Order shall survive termination of the Purchase Order.

4.3 The SUPPLIER undertakes to protect and not disclose Confidential Information to any third party. The SUPPLIER undertakes not to make any copies of the Confidential Information, in whole or in part, without the prior written authorization of the BUYER. For the purposes stated herein, the term "third party" shall include: (i) SUPPLIER's employees without knowledge of such Confidential Information, (ii) its agents, (iii) its Subcontractors, other than those designated by BUYER prior to entering into this Agreement, (iv) licensees and (v) any other person whom the disclosing party has not authorized to receive the Confidential Information.

4.4 The SUPPLIER further agrees that the Confidential Information shall only be available to those employees of the SUPPLIER who require access to the Confidential Information for the performance of the SUPPLY and for no other purpose. SUPPLIER shall inform such employees of the restrictions set forth herein and shall undertake employees receiving such Confidential Information not to disclose the Confidential Information to the same extent as indicated herein.

4.5 The non-disclosure restrictions under the Purchase Order shall not apply to information that the SUPPLIER can demonstrate was already lawfully in its possession and was not acquired under any obligation of confidence, or (ii) is hereinafter made available to the SUPPLIER from a source other than the disclosing party, whose source did not obtain the same from the disclosing party and did not impose an obligation of confidentiality on the SUPPLIER, or (iii) which has been made available to the general public other than by an act or omission of the SUPPLIER, (iv) that the SUPPLIER was legally obligated to disclose such Confidential Information, or (v) which has been disclosed pursuant to the written consent of the disclosing party. In the event that SUPPLIER is legally obliged to disclose Confidential Information, it shall first notify the appropriate disclosing party, and shall make all reasonable efforts to obtain assurances that appropriate confidential

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treatment will be accorded to such Confidential Information.

4.6 Upon request, the SUPPLIER shall return to the disclosing party any copy and summary thereof, containing Confidential Information and shall delete the Confidential Information from any data recovery system and database, or destroy it as instructed by the SUPPLIER. The SUPPLIER may retain a copy of the Confidential Information to comply with its legal obligations.

### 5.0 INSPECTION

5.1 The OWNER, the BUYER or their authorized representatives may inspect, at any time during manufacture, the equipment and/or materials to ensure that such equipment and/or materials comply with the requirements of the technical specifications, codes, rules and regulations set forth in the Purchase Order. This shall also apply to any order or subcontract of the SUPPLIER.

Likewise, the SUPPLIER must provide, at the request of the BUYER, all the necessary information on the degree of progress of the contracted works.

5.2 The BUYER may establish its minimum inspection requirements to verify that the materials, equipment and / or works comply with the specifications, quality standards, etc. required by the Purchase Order and / or its annexes. If later, these minimum requirements are considered insufficient in the opinion of the BUYER, the BUYER may require additional testing at its own cost as deemed necessary. If during the performance of such tests or after the tests have been performed, evidence is found that the materials or any work or activity does not meet the standards, quality, characteristics, etc., required, the BUYER shall have the right to reject the materials, equipment, part of the equipment and / or works without incurring an additional cost or expense. The rejected part, equipment or work will be satisfactorily corrected and the rejected materials will be satisfactorily replaced by suitable materials free of charge, by the SUPPLIER, and the SUPPLIER will promptly remove and dispose of the rejected material.

5.3 If the SUPPLIER fails to proceed promptly with the replacement of the rejected material and the correction of defective workmanship, the BUYER may replace such material and/or correct such workmanship and all costs shall be borne by the SUPPLIER. In this case, the Purchase Order will survive in its entirety and maintain its effects for the part of the SUPPLY previously executed.

Notwithstanding the foregoing, the BUYER may terminate the Purchase Order as provided in article 10 of these General Purchasing Conditions.

5.4 It shall be the responsibility of the SUPPLIER to perform satisfactorily and at its own expense, all tests required by laws, regulations, ordinances or standards applied by the Authorities and official notified bodies to demonstrate that the materials and / or works comply with such laws, regulations, ordinances or any internationally accepted standard.

5.5 Inspections and tests shall be carried out with the assistance of inspectors or representatives of the BUYER and/or the OWNER. The SUPPLIER shall inform the BUYER, ten (10) days in advance, of the scheduled dates for inspections and tests. In addition, the SUPPLIER shall ensure free access for inspectors to its workshops and assist them, if necessary, in carrying out the inspection, including the use of any tools or instruments that may be necessary for such inspection and testing. The SUPPLIER shall ensure that the inspector has the same authorization to inspect its Subcontractors.

5.6 The SUPPLIER and its Subcontractors shall bear the expenses related to the services provided by its personnel for the execution of the inspection and tests and obtaining the analysis certificate from qualified laboratories and the execution of the test in accordance with the conditions set out in the Purchase Order and / or its supplements and the preparation of the final test report in the number of copies specified in the Purchase Order Purchase.

5.7 The SUPPLY shall not be deemed completed or accepted until it is fully verified to comply with all standards and codes required under the Purchase Order, which are fully known and accepted by the SUPPLIER and shall be applicable under the terms of the Purchase Order, and until the SUPPLIER has provided any documentation required under the Purchase Order and its annexes. Written approval by the BUYER shall not relieve the SUPPLIER of its obligations under Article 13 (WARRANTIES) of the General Purchasing Conditions.

5.8 The SUPPLIER shall inform the BUYER of the work that may be carried out outside its own workshops under the conditions set out in Article 3, indicating the date, address and name of the workshop where the inspection will be carried out. The BUYER's refusal to inspect shall not relieve the SUPPLIER of its obligations.

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5.9 The acceptance of the works included in the SUPPLY by the BUYER shall not relieve the SUPPLIER of the obligations established under the Purchase Order.

5.10 No part of the equipment, materials, etc. shall be inaccessible, covered, closed, etc., without having been previously inspected and accepted by the BUYER, unless the BUYER has given written authorization to that effect. Any expenses and consequences arising directly from the breach of the foregoing by the SUPPLIER shall be borne by the SUPPLIER.

5.11 If the manufacture is delayed so that, in the opinion of the BUYER, the contractual deadlines are not satisfactorily reached, the SUPPLIER will prepare an investigation, no later than 3 days after the BUYER's notification, indicating the corrective actions necessary to reach the contractual dates and deadlines, which will be at the expense and expense of the SUPPLIER. In such a case, the BUYER reserves the right to carry out frequent inspections or appoint a permanent inspector in the SUPPLIER's workshop. The BUYER shall be entitled to recover from the SUPPLIER any costs or expenses incurred by the BUYER due to the implementation or monitoring of the recovery action plan.

In the event that the SUPPLIER fails to provide the BUYER with the recovery action plan or fails to comply with such recovery action plan, the BUYER has the right to implement such recovery action plan by notifying the SUPPLIER of any action taken. The SUPPLIER shall bear the cost of the implementation of the recovery action plan by the BUYER.

5.12 The SUPPLIER shall not dispatch the equipment and/or materials before the delivery date agreed with the BUYER or, in case the equipment is to be inspected by the BUYER, prior to shipment, until it has received a written shipment release authorization signed by the inspectors or representatives of the BUYER.

5.13 In the event that the SUPPLIER has proceeded with the shipment without prior authorization, it shall be clearly understood that the SUPPLIER agrees to pay any costs that may be incurred, including transport, shipping insurance, etc., and the return of the material rejected during the inspection or which, in the opinion of the BUYER, cannot be inspected due to lack of appropriate means.

5.14 It is expressly agreed between the SUPPLIER and the BUYER that, even with a prior inspection authorizing the shipment, the final acceptance of the materials will take place at the fixed place of delivery in accordance with the INCOTERM set out in the Purchase Order. The materials delivered, which do not comply with the specifications of the Purchase Order and its annexes, will be repaired by the SUPPLIER, who will bear the cost; or, if this is impossible, they will be returned to the SUPPLIER at his own risk. In addition, any resulting expenses related to travel, accommodation, salaries for the required personnel, insurance policies, equipment to be hired, etc., will be borne by the SUPPLIER.

5.15 If significant nonconformities are detected during the inspection; or inspections or tests cannot be performed for reasons not attributable to the BUYER's inspector or representative, the inspection will be unproductive, and the BUYER reserves the right to charge unproductive inspection costs to the SUPPLIER.

5.16 For the purposes of compliance with the Applicable Law on health and safety and prevention of occupational risks in the SUPPLIER's workshops and in order to protect the health and safety of inspectors or representatives of the OWNER and / or the BUYER who carry out work in the SUPPLIER's workshops, the SUPPLIER shall provide the staff of the OWNER and/or BUYER with the following information, at a minimum and in writing:

i.- Identification of occupational risks for health and safety in the SUPPLIER's workshops.

ii.- Risk prevention and protection measures established by the SUPPLIER.

iii.- Procedures established in the workshops for fire protection, firefighting, personnel evacuation, rescue, first aid and emergencies.

All of the above shall also apply to the workshops of the SUPPLIER's contractors.

SUPPLIER's compliance with the foregoing shall not relieve it of its obligation to diligently protect the health and safety of OWNER's and BUYER's personnel in SUPPLIER's workshops.

The personnel of the SUPPLIER, OWNER and the BUYER shall strictly comply with the safety regulations of the SUPPLIER, provided that they do not conflict with Applicable Law.



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BUYER shall have the right to request from SUPPLIER that SUPPLIER not give access to any employee of SUPPLIER who does not comply with Applicable Health and Safety Law or applicable internal regulation.

5.17 For the sake of clarity, the cost and expenses referred to in this Clause are cumulative to other rights and remedies, including, but not limited to, the penalty for delay that BUYER would incur in the event of SUPPLIER's failure to comply with its obligations under the Purchase Order.

5.18 In no case shall the SUPPLIER have the right to communicate directly with the OWNER, unless expressly authorized in writing by the BUYER.

### 6.0 PATENTS AND INTELLECTUAL PROPERTY

6.1. The SUPPLIER guarantees that it owns or has obtained from third parties all the rights, titles and/or licenses necessary to provide the BUYER with a license to all copyrights, utility models, design rights, patents, trademarks, know-how, trade secrets or any other Intellectual Property rights of any kind, registered or not, associated with the SUPPLY.

6.2. THE SUPPLIER grants the BUYER a worldwide, non-exclusive, irrevocable, free, assignable, perpetual, royalty-free and royalty-free license to use all Intellectual Property rights contained or incorporated, necessary for use, used in production or required for the reproduction, modification, maintenance, revision, improvement, execution or operation of the SUPPLY.

6.3. The SUPPLIER undertakes to defend and hold harmless the BUYER, OWNER and/or End User, against any liability, including charges and expenses, resulting from the violation of any rights over patents, inventions, processes, etc., during the execution of the Purchase Order by the SUPPLIER or during the operation or use by the BUYER, e the OWNER and/or the End User, of any equipment and/or material or other items supplied under the corresponding Purchase Order. The BUYER, the OWNER and/or the End User, agree to notify the SUPPLIER of any claim, demand or action alleging such violation, and the SUPPLIER will defend such claim, demand or action, assuming at its own cost all charges and expenses (including attorneys' fees and expenses), resulting from such actions. Notwithstanding the foregoing, the SUPPLIER may not, in any case, commit itself in the name and on behalf of the BUYER, the OWNER and /

or the End User, without prior written authorization.

6.4. In the event that the BUYER, OWNER and/or End User are impeded, by the Applicable Law to operate or use of the equipment and/or other elements supplied under the Purchase Order or any part thereof, as a result of any claim, demand or action, as indicated in article 6.1, SUPPLIER will take, at its expense, all possible measures to obtain for the BUYER, the OWNER and / or the End User, the right to operate or use the equipment and / or other elements supplied under this Purchase Order .

In the event that SUPPLIER is unable to obtain the aforementioned right or license to operate and/or use within a reasonable time, SUPPLIER shall (promptly and at its own expense): (i) modify the affected part of the equipment and/or other items supplied under this Purchase Order to prevent infringement of any patent or other IP proprietary right, (ii) replace such piece of equipment and/or other items supplied under this Purchase Order with work that does not infringe or violate any patent or other proprietary right, (iii) at the option of BUYER, OWNER and/or End User remove or pay for the disposal of such part of the equipment and/or other items supplied under this Purchase Order, and reimburse the SUPPLIER for any compensation already paid for it. In cases (i), (ii) and (iii), the SUPPLIER will indemnify and hold harmless the BUYER, OWNER and / or End User, for any costs and expenses that may have been paid by the BUYER, OWNER and / or End User, in relation to the part of the equipment and / or other elements supplied, modified, replaced or withdrawn under this Purchase Order. If the assumption (iii) is chosen and the SUPPLIER does not proceed quickly to remove the corresponding equipment, the BUYER, OWNER and / or End User, may carry it out, being all costs and expenses assumed by the SUPPLIER.

6.5. In the event that the BUYER provides the SUPPLIER with specifications, requirements, designs, data or any Intellectual Property of the BUYER for the execution of the works included in the SUPPLY, the BUYER will be the sole and exclusive owner of all improvements, modifications and works derived from the Intellectual Property rights. The SUPPLIER assigns to the BUYER all improvements, modifications and derivative works and Intellectual Property rights in the SUPPLY referred to in this clause 6.6.

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### 7.0 PERMITS AND AUTHORIZATIONS. COMPLIANCE WITH APPLICABLE LAW

7.1 The SUPPLIER guarantees that it will comply with the applicable Law in the execution of SUPPLY.

7.2 The SUPPLIER is obliged to satisfy the amounts owed to its employees, agents, suppliers or third parties, including any tax regulations in relation to the Purchase Order.

7.3 The SUPPLIER shall be responsible for preparing and obtaining all certificates, test reports, permits, licenses, etc., that are required to obtain approval from the competent Authorities where the equipment and/or materials will be installed. The above will be done at no additional cost to the BUYER.

7.4 In accordance with article 43.1.f) of the General Tax Law, the SUPPLIER must present to the BUYER a Certificate issued by the Tax Administration that proves to be up to date with its tax obligations. Said Certificate shall be valid for not less than twelve months before the payment of the respective invoice. In case the Certificate is not presented, the BUYER will not be obliged to make any payment.

7.5 In compliance with Law 32/2006 on Subcontracting and regulations for its development, the SUPPLIER of activities subject to said legislation must submit to the BUYER, as a mandatory condition prior to the start of the works object of the Purchase Order, a certificate issued by the Register of Accredited Entities (*Registro de Entidades Acreditadas*) that certifies compliance with the requirements established in article 4 of the Law or its regulations.

7.6 Prior to the start of the Purchase Order or at any time required by the BUYER or OWNER, the SUPPLIER must present to the BUYER a certificate certifying that it is up to date in the fulfillment of its labor and Social Security obligations, equivalent to a negative certificate for non-payment in the General Treasury of the Social Security provided for in article 42.1 of the Workers' Statute approved by the Royal Legislative Decree 1/1995, dated 24 March.

For the purposes of commercial relations between the Parties under this Purchase Order, the SUPPLIER authorizes the BUYER to request the aforementioned negative certificate of the SUPPLIER from the Social Security.

7.7 The use, handling or supply of asbestos or materials containing asbestos is strictly prohibited.

7.8 The SUPPLIER expressly waives the rights provided for in Article 1.597 of the Spanish Civil Code and undertake to transfer this obligation to their suppliers and subcontractors.

### 8.0 PRICES

8.1 The price(s) set out in the Purchase Order is/are fixed and final, not subject to revision due to changes in price indices, cost of materials, cost of labour or for any other reason.

8.2 The Parties must comply with all requirements and formalities and submit any documentation necessary for the correct settlement of taxes and payment of the respective invoices, following the requirements established by the applicable legislation.

The Parties undertake to cooperate to obtain exemptions and other tax benefits applicable to the SUPPLY. When, due to lack of diligence or for any other reason attributable to the SUPPLIER, the BUYER loses the right to have any of the aforementioned tax benefits, the BUYER may deduct said benefit from the agreed price.

8.3 No administrative work will be paid, unless this work has been foreseen in the Purchase Order and unit prices have been established for this purpose and a duly authorized representative of the BUYER expressly requests it from the SUPPLIER. The materials, equipment or works, which are not established in the Purchase Order, will not be paid, unless their execution has been previously offered by the SUPPLIER in writing, expressly indicating the price, and approved in writing by a duly authorized representative of the BUYER.

### 9.0 SUSPENSION OF SUPPLY

9.1. The BUYER may temporarily suspend the execution of the work or supply by written notice to the SUPPLIER. This notification shall indicate the part of the work that is suspended, the date of entry into force of the suspension and instructions for proceeding during the suspension. In addition, BUYER shall indicate the support functions that SUPPLIER must maintain while works are suspended, and SUPPLIER shall do all reasonable efforts to mitigate suspension costs. Unless otherwise stated in the notice of suspension, the SUPPLIER shall immediately cease the work, make no further commitments in



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relation to the work, protect the SUPPLY and take measures to minimize the costs associated with the suspension. The SUPPLIER shall resume work upon notification of the BUYER.

9.2 The additional cost, if any, incurred by the SUPPLIER due to the suspension of the SUPPLY shall be borne and paid by the BUYER, unless the suspension was:

- a) necessary for the security of the SUPPLY or any part thereof;
- b) consequence of any breach of the Purchase Order by the SUPPLIER, or
- c) due to a Force Majeure event.

### 10.0 TERMINATION OF PURCHASE ORDER

#### 10.1 Termination by the BUYER

BUYER shall have the right to terminate the Purchase Order for convenience. The BUYER shall also be entitled to terminate the Purchase Order due to the SUPPLIER's failure to comply in accordance with section 10.3.1. Termination shall be notified to SUPPLIER by means of a notice of termination specifying whether such termination is for default by SUPPLIER or for convenience by BUYER and the date on which such termination becomes effective.

#### 10.2 Termination at the convenience of the BUYER – Financial consequences

In the event of termination of all or part of the Purchase Order at BUYER's convenience, upon written notice at least fifteen (15) days in advance, all claims of SUPPLIER arising out of the Purchase Order and its termination shall be finally resolved as set forth below:

- a) The BUYER shall assume and be responsible for any obligations, commitments and claims that the SUPPLIER may have in good faith assumed or incurred in connection with the SUPPLY and in accordance with the provisions of the Purchase Order and the SUPPLIER Asa condition for receiving the payment referred to in this paragraph, shall execute and deliver all documents and supplies and take such measures as the BUYER may require in order to grant the rights and benefits of the SUPPLIER under such obligations to the BUYER and/or OWNER.
- b) The SUPPLIER shall be paid the portion of the price of the Purchase Order

that corresponds to the work completed deducting the payments made previously and any sum that may be necessary to resolve any unresolved claim in connection with the Purchase Order, including any claims that BUYER may have against the SUPPLIER under the Purchase Order and the corresponding duly justified and documented associated costs in accordance with point (c) below.

c) Immediately disrupt and suspend the SUPPLY and the placing of orders for materials, equipment, works or services in connection with the performance of the SUPPLY, the cancellation of existing subcontracts on terms satisfactory to the BUYER, and subsequently perform only those works that are necessary to preserve and protect the SUPPLY already in progress and to protect the material and equipment in transit to the Site. If requested by the BUYER, the SUPPLIER shall assist the BUYER in the sale of equipment and materials owned by the BUYER.

d) At the time of final payment and as a condition thereof, the SUPPLIER shall provide the required releases of liability.

#### 10.3 Termination for breach by the SUPPLIER

##### 10.3.1 Grounds for termination

BUYER may, without prejudice to any other right or remedy to which it may be entitled, terminate the Purchase Order due to SUPPLIER's default in the following circumstances:

- a) In case of bankruptcy, or if the SUPPLIER requests the temporary suspension of payments.
- b) If SUPPLIER makes a general assignment to creditors of its rights.
- c) The SUPPLIER assigns, totally or partially, the Purchase Order, contravening article 3.1.
- d) If SUPPLIER subcontracts, totally or partially, the Purchase Order, breaching the conditions established in article 3.
- e) If the maximum penalty established in article 1.2, or in the Purchase Order, is reached.

## GENERAL PURCHASING CONDITIONS

f) SUPPLIER fails to perform its obligations under the Purchase Order and cannot or neglects or refuses to remedy such breach within a reasonable period of time, to be determined by BUYER upon written notice to SUPPLIER for such breach. Notwithstanding the provisions of sub-clause e) above, BUYER may terminate the Purchase Order before the maximum penalty amount has been reached, in accordance with the provisions of this sub-clause f).

g) If bank guarantees are not issued, or they are not maintained and delivered to the BUYER in due time.

h) In case of abandonment or repudiation of the SUPPLY by the SUPPLIER, or if, in the opinion of the BUYER, the works are being executed in such a way that the Delivery Date will not be reached, considering the maximum applicable penalties.

i) If the SUPPLIER breaches its health, environmental and safety obligations under any Applicable Law or applicable regulation.

j) In any other case established in these General Purchasing Conditions, in the Purchase Order or in the Applicable Law.

### 10.3.2 Consequences of termination due to non-compliance of the SUPPLIER

The SUPPLIER,

- (i) It will cease in the execution of the works object of the SUPPLY.
- (ii) Secure the SUPPLY, where applicable, and deliver, at BUYER's request, such documents, materials, software and equipment, as BUYER may require in connection with SUPPLY, and promptly remove the remainder from the Site, at its own expense and without unreasonably interfering with the activities of others. In this case, the SUPPLIER assign to the BUYER any subcontract requested by the BUYER.

### 10.3.3. Compensation in case of termination

The BUYER shall be entitled to acquire ownership of the materials upon termination. In such case, the payments to be made by the BUYER to the SUPPLIER shall correspond to the amounts proportionally payable for the materials. purpose of the SUPPLY.

In the event that the BUYER decides not to acquire the equipment and materials as indicated in the preceding paragraph, the SUPPLIER shall reimburse the BUYER any amount received from the BUYER until the date of termination, in such case, the SUPPLIER will receive a notification of rejection and the SUPPLIER will withdraw, at its own expense and promptly, the equipment and materials of the Site including those whose ownership has been transferred to the BUYER and/or OWNER in accordance with Article 15.

The SUPPLIER, in any case, will be responsible for any cost, damage or harm that may be caused to the BUYER as a result of the termination, including those caused by the conclusion of a new supply agreement or contracting with third parties.

## 11.0 LIENS AND CLAIMS

11.1 The SUPPLIER shall not file, claim or maintain any lien, charge, withholding or claim or the like on the SUPPLY.

11.2 The SUPPLIER warrants that the SUPPLY to be delivered to the BUYER and/or OWNER will be, from the date of delivery, free from any lien, charge, withholding or similar claim or encumbrance of any third party.

11.3 The SUPPLIER hereby agrees to indemnify and hold harmless the BUYER and/or OWNER from any claims, losses, damages, liabilities and costs that the BUYER and/or OWNER may suffer in connection with any lien, charge, withholding or claim or similar on the SUPPLY that any third party may claim or bring hereunder, the BUYER being entitled to deduct any amount necessary to compensate and indemnify the BUYER and/or OWNER for all such losses, damages, liabilities and cost from any amount due to the SUPPLIER,

## 12.0 FORCE MAJEURE

12.1 No failure or omission by the SUPPLIER or BUYER in the performance of any of the obligations of the Purchase Order shall entitle claims against the Party involved or shall be deemed as a breach of the Purchase Order, if such breach or omission is due to a Force

## GENERAL PURCHASING CONDITIONS

Majeure event in accordance with Applicable Law. For the purposes of this Article, the following shall not be considered as force majeure events:

- a) the lack of labor, materials or facilities, unless due to a Force Majeure event.
- b) the increase in the price of labour, services, equipment of materials.
- (c) delays by their contractors, unless due to a force majeure event.

12.2 In the event that any Force Majeure event occurs, the Party involved in such event shall notify the other Party in writing of such circumstance within 4 days of the occurrence, with all supporting documents justifying the Force Majeure event.

In the event of a delay due to a force majeure event, the execution period shall be extended, at most, to the extent of the delay caused. Under no circumstances shall the higher costs incurred by the SUPPLIER in the SUPPLY due to Force Majeure entitle the SUPPLIER to claim any price revision.

The party affected by a Force Majeure event shall take all measures to minimize the effects thereof.

12.3 In the event of any Force Majeure event exceeding 3 months, the BUYER shall be entitled to terminate the Purchase Order upon written notice to the other Party. However, in the event of such termination, the SUPPLIER shall not be entitled to any payment in accordance with the provisions of article 10.2 of these General Purchasing Conditions.

### 13.0 WARRANTIES

13.1 It shall be understood that the liability of the SUPPLIER under the Purchase Order shall not be affected or reduced due to any inspection, certification, approval or payment, whether preliminary or final by the BUYER.

13.1.1 The SUPPLIER warrants that the SUPPLY, and all components thereof, will be new, of the highest quality, in strict compliance with the characteristics, requirements and specifications set out in the Purchase Order, and free from defects in design, materials, workmanship and/or workmanship, as well as that they will be suitable for the purpose for which they are intended.

13.1.2 The SUPPLIER shall immediately replace or repair, at the option of the BUYER within the period of time informed by the BUYER, and at its own expense, any defective or incomplete SUPPLY or part of the SUPPLY due to a defect in design, workmanship, materials or workmanship or for breach of any obligation of the Purchase Order. If the SUPPLIER's proposal for repair or replacement is not acceptable to the BUYER, then the BUYER is entitled to repair or replace the defective part of the SUPPLY by itself or by any third party at the risk and expense of the SUPPLIER. Unless otherwise stated in the Purchase Order, the Warranty Period shall expire 12 months after the actual date of commencement of the operation of the SUPPLY at the premises in which the SUPPLY will be incorporated, or 18 months from the actual date on which the SUPPLY has been delivered to the BUYER at the Place of Delivery, whichever occurs later.

13.1.3 The SUPPLIER also guarantees that the SUPPLY is free of charges and encumbrances in favour of third parties.

13.2 If defects or faults are detected, the BUYER and/or OWNER shall inform the SUPPLIER in writing of such defect or defect, specifying the nature thereof.

13.3 If the SUPPLIER replaces, renews or modifies any part of the SUPPLY, the replaced, renewed or modified part of the SUPPLY will have a new warranty period with the same duration as that of the original SUPPLY.

13.4 In the event that the SUPPLIER fails to correct any defect or failure or, the BUYER, without prior notice, may correct such defects or failures, either through its own means, those of the OWNER or third parties, at the expense and risk of the SUPPLIER, without prejudice to other remedies for breach of its obligations. that the BUYER may have a right against the SUPPLIER with respect to the failure of the SUPPLIER to remedy defects or failure.

13.5 In addition, notwithstanding the provisions of this article 13, if the defects or failures in the SUPPLY are such as to hinder or prevent or render unsafe or improper the operation of the premises or part thereof where the SUPPLY is incorporated, the BUYER shall be entitled, upon written notice to the SUPPLIER, to directly commit or cause the OWNER or another to undertake to perform any corrective work necessary to remedy defects or failures at the risk and expense of the SUPPLIER. The costs and expenses incurred by BUYER in connection with

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performing corrective work under this article shall be reimbursed to BUYER by SUPPLIER.

### 14.0 BANK GUARANTEES

14.1 In the event that this is provided for in the Purchase Order, the BUYER may request the SUPPLIER, within ten (10) days of the award of the Purchase Order, to provide a bank guarantee of faithful performance on first demand to ensure compliance with all terms and conditions of the Purchase Order. The bank guarantee of faithful performance will be issued by a Bank acceptable to the BUYER, in the manner established in Annex 2.

14.2 In addition to the above, the SUPPLIER, in case so required in the Purchase Order, will provide a bank guarantee of Advance Payment on first demand, in the manner set out in Annex 1, which will be for the same amount as that invoiced as advance payment, issued by a Bank acceptable to the BUYER. This bank guarantee will be valid until the delivery of the SUPPLY.

14.3 Bank guarantees shall be issued by one of the following Banks, subject to prior acceptance by the BUYER:

- a) the Spanish Office of a Leading Spanish Bank;
- b) the Spanish Branch of Foreign Banks;
- c) a Spanish bank acting as a correspondent in Spain of a foreign bank without a branch in Spain.

### 15.0 TRANSFER OF TITLE AND RISK

15.1. Title to the SUPPLY shall pass to the BUYER at the time of delivery of the SUPPLY or at the time of payment, whichever occurs first. As an exception and for explanatory purposes, any materials purchased by the SUPPLIER (when the BUYER made the advance payment) and the materials delivered by the BUYER to the SUPPLIER shall remain the property of the BUYER.

15.2. The risk of loss of the SUPPLY shall pass to the BUYER/OWNER upon delivery thereof according to the INCOTERM specified in the Order of Purchase. In the event that the material requires a long manufacturing process or must be carried out in stages, the OWNER / BUYER reserves the right to acquire said materials as they are manufactured through partial and periodic payments to the SUPPLIER, which will be fixed in accordance with the conditions that in

each case are estimated and that appear in the Order of Purchase.

15.3 The materials and equipment to be supplied by the SUPPLIER shall not be subject to reservations of title, liens or other encumbrances which would be binding on the BUYER or OWNER, who shall exercise full ownership of such materials from the moment they are delivered, as stipulated above. The SUPPLIER shall expressly include this obligation in Subcontracts or orders issued to third parties.

15.4 In the event that the BUYER or the OWNER provides equipment or materials for further preparation by the SUPPLIER in its workshops, the BUYER or OWNER shall retain, at all times, ownership thereof and, accordingly, the SUPPLIER assumes responsibility for the storage, custody and control of such equipment and materials at the time of delivery by the BUYER or owner to the storage workshop of the SUPPLIER.

The SUPPLIER shall defend, indemnify and hold harmless the BUYER and the OWNER from any damage caused to the equipment or materials owned by the BUYER or OWNER, delivered to the workshops of the SUPPLIER.

### 16.0 RESPONSIBILITY OF THE SUPPLIER

16.1 Without prejudice to any other liability under these General Purchasing Conditions, the SUPPLIER shall be liable to the BUYER, the OWNER or third parties for any damage that the SUPPLIER may cause them. The SUPPLIER shall also be liable for any damage caused by its Subcontractors or workers. Under no circumstances shall BUYER be liable to SUPPLIER contractually or for strict or strict liability, warranty or otherwise, for special, indirect, incidental or consequential damages, such as, but not limited to, loss of profits or anticipated revenue or loss of use. The payment of any penalty shall not be considered as an exclusive remedy and shall be cumulative with the payment of any compensation for damages caused by the SUPPLIER to the BUYER.

16.2 During the execution of the works, the SUPPLIER shall take and ensure that its Subcontractors take all necessary measures to prevent any personal, patrimonial or environmental damage. The SUPPLIER shall comply with the health, environmental or safety instructions given by the BUYER or the OWNER, as well as with those requirements established in the Applicable Laws.

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16.3 In the event that any property is damaged or destroyed by the SUPPLIER in the course of carrying out the works, the SUPPLIER shall, at its own expense and, rebuild, restore or replace such damaged or destroyed property and/or work and the SUPPLIER shall defend indemnify and hold harmless the BUYER from any loss, cost, damage, injury, liability, claim, demand or causes of action (including, without limitation, reasonable attorneys' fees) arising as a result of any act or omission of SUPPLIER or its or its or Subcontractors causing such property damage.

16.4 All construction tools and equipment that are under the responsibility of the SUPPLIER or its Subcontractors for the performance of the works shall be kept at the expense and risk of the SUPPLIER or its Subcontractors and the BUYER or OWNER shall not be liable for any loss or damage thereof.

### 17.0 INDEMNIFICATION

17.1 The SUPPLIER shall defend, indemnify and hold harmless the BUYER, its agents, the Owner, employees and successors, assigns and affiliates from and against any loss, cost, damage, injury, liability, claim, demand or cause of action (including, without limitation, reasonable attorneys' fees) arising out of, resulting from or relating to claims of third parties, related to the Purchase Order, including, without limitation, non-compliance with laws or non-payment of taxes, failure to pay amounts based on the delivery of materials or services to the SUPPLIER or its Subcontractors, any damage or destruction of the property of third parties or death or bodily injury to persons to the extent that these are caused by the SUPPLIER, its Subcontractors and / or their respective agents in the performance or non-performance of the work and / or arising from the execution or breach of their obligations as stipulated in these General Purchasing Conditions or in the Purchase Order.

### 18.0 INSURANCE

18.1 The SUPPLIER undertakes, at its expense, to contract and maintain in force the insurance policies established in the Purchase Order.

18.1.1. The SUPPLIER shall maintain liability insurance with a minimum indemnity of two million euros (EUR 2,000,000) per claim including "Product Civil Liability" and "Employer's Civil Liability" (or equivalent) coverage in respect of employees in accordance with Applicable Laws.

18.1.2. THE SUPPLIER shall ensure that materials incorporated into the SUPPLY are insured for their full value from loss, damage or destruction during the period in the custody of the SUPPLIER.

18.2 All insurance policies shall include the BUYER and the OWNER as additional insured and shall include a waiver of subrogation in favour of the BUYER and the OWNER. Insurance policies will be contracted with reputable insurance companies, acceptable to the BUYER. The SUPPLIER shall send to the BUYER a copy of the insurance policy within 14 days after its formalization and, in any case, before the commencement of activities under the Purchase Order, and shall send the BUYER insurance certificates identifying the name of the project and the contract number that is applied as proof that the policies providing such coverage and the insurance limits are in full force and effect. These certificates will oblige the insurer to inform the BUYER, at least 30 days in advance, of the cancellation or termination of said insurance policies.

The SUPPLIER shall be liable for the deductibles in respect of any claim under the insurance policies obtained by the BUYER or by the OWNER for the project if the claim is based on a reason attributable to the SUPPLIER or any of its subcontractors.

18.3 Obligation to take out and maintain insurance.

If the SUPPLIER fails to comply with its obligation to contract and maintain the insurance policies described in the Purchase Order, the BUYER shall notify the SUPPLIER of this breach within 30 days (unless otherwise provided in the insurance policies, in which case the notification shall be submitted as soon as possible) and may, But you will not be obliged to do so, to bear the entire cost of the premiums. The BUYER may choose to require the SUPPLIER to pay any amounts due to the former or deduct them from the amounts that the BUYER will pay to the SUPPLIER.

18.4 Notice of Damages.

The SUPPLIER shall promptly notify the BUYER of the following:

- (a) any damage or potential damage covered by insurance policies;
- b) any written notice relating to possible claims due to damage, cancellation,



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termination or non-performance of insurance policies.

### 18.5 Compliance

The SUPPLIER shall comply with and be responsible for ensuring that its employees, agents, subcontractors comply with any and all conditions set forth in the insurance policies set forth in the Purchase Order, as well as with the instructions of insurance companies relating to the settlement of claims, recovery of losses and prevention of accidents, and bear the costs for any failure to do so. The SUPPLIER shall ensure that its employees, agents, subcontractors do not do or omit to do anything that may render such insurance inapplicable or entitle insurers to avoid liability thereunder.

### 18.6 Liability

The coverage established in this Article shall not imply any limit to the liability of the SUPPLIER for the fulfillment of the obligations under the Purchase Order, these General Purchasing Conditions and those related to the work and activities to be carried out under the Purchase Order.

## 19.0 WITHHOLDING RIGHTS

Any debt due under the Purchase Order payable by the SUPPLIER to the BUYER may be offset by the BUYER against any amount owed by the BUYER to the SUPPLIER from any business relationship between the SUPPLIER and the BUYER.

Neither the submission, payment or non-payment of an individual invoice shall constitute a settlement of a dispute or a waiver of any rights of the Parties under the Purchase Order.

If BUYER at any time incurs costs which, under the provisions of the Purchase Order, BUYER is entitled to recover from SUPPLIER, BUYER may invoice SUPPLIER for such costs or withhold outstanding payments to SUPPLIER and offset them against any amounts due under the Purchase Order, or that may be due to the SUPPLIER by virtue of the Purchase Order. The SUPPLIER shall pay the BUYER within 30 days of receipt of an invoice any outstanding sums after such deduction.

## 20.0 LANGUAGE

The official language of the project will be the one that appears in the Purchase Order. All documents provided by either party to the other,

for approval or otherwise, as well as all communications between the parties, shall be in the language indicated in the Purchase Order.

## 21.0 ARBITRATION

21.1 Any dispute or conflict that may arise from the interpretation or execution of the Purchase Order or related to it and that cannot be resolved amicably between the parties within 30 days after written notification to either party, will be finally resolved through an arbitration of law administered under the rules of the *Corte de Aragonesa de Arbitraje y Mediación of la Asociación Aragonesa de Arbitraje* by an arbitrator appointed in accordance with the said rules and statutes. The parties agree to honor any award rendered.

The arbitration shall be held in Zaragoza and the language of the arbitration shall be Spanish. Any document originally written in English may be submitted in this language without translation into Spanish.

The Applicable Law will be Spanish. The parties agree to empower the arbitrator to extend the deadline for issuing the decision up to a maximum of 12 months from the response to the complaint. The arbitrator shall identify and fix the arbitration fees and expenses. The arbitrator shall decide the percentage of such fees and expenses to be paid by any party attending its own percentage of success in the award.

21.2 The Purchase Order and these General Purchasing Conditions are governed in accordance with the Laws of the Kingdom of Spain.

21.3 The existence of any dispute between the Parties or with respect to their submission to arbitration shall not entitle the SUPPLIER to suspend the performance of its obligations under this Purchase Order.

## 22.0 ADVERTISING

22.1 The drafting of any advertisement or publication relating to SUPPLY shall require the prior written authorization of the BUYER.

## 23.0 ACCEPTANCE OF THE PURCHASE ORDER

23.1 The SUPPLIER, within three (3) days of receipt of the Purchase Order or any modification of the Purchase Order, shall confirm acceptance thereof by signing and returning to the BUYER an

## GENERAL PURCHASING CONDITIONS

attached copy for the purposes of the Purchase Order or the respective Revision.

### 24.0 INVOICING

24.1 The invoicing instructions are attached to the Purchase Order and will be binding on the SUPPLIER, otherwise the invoices will not be paid.

24.2 Both the Purchase Order number and the invoice date of the SUPPLIER will appear on all copies of the invoice.

24.3 SUPPLIERS residing in the European Community must reflect the VAT identification code of both Parties on their invoices.

24.4 The correct invoice will be paid in accordance with the terms of the Purchase Order.

24.5. Invoices will be approved by the BUYER before the corresponding payment process. If the milestone related to the relevant invoice is not achieved, in the opinion of the BUYER, the invoice may be returned to the Supplier.

24.6. None of the invoices will be approved and therefore will be returned if the purchase order is not duly signed by the SUPPLIER.

### 25.0 COMMERCIAL TERMS

25.1 The commercial terms used in the Purchase Order shall be in accordance with "INCOTERMS 2020".

### 26.0 VALIDITY OF THESE GENERAL PURCHASING CONDITIONS

26.1. These General Purchasing Conditions will form an integral part of the Purchase Order in which they are cited and will also be valid and applicable in all its terms and conditions, except in those that have been expressly modified by the text of the Purchase Order and / or its annexes. In case of discrepancy, the text of the Purchase Order will prevail over any other document. Conditions of sale of the SUPPLIER will not be accepted. Any stipulation in the SUPPLIER's documents that adds to or conflicts with the Purchase Order is rejected and is considered null and void.

The BUYER rejects any additional stipulation that is included in the invoice of the SUPPLIER, acknowledgment of receipt, confirmation, documents or any other prior or subsequent communication of the SUPPLIER to the BUYER,

unless such stipulation is expressly accepted in writing by the BUYER.

### 27.0 PAYMENT TO SUPPLIER

27.1 The BUYER shall pay the SUPPLIER in accordance with the terms set out in the Purchase Order. The BUYER will make the final payment upon complete delivery of all equipment, materials, documents and technical data and compliance with all conditions set forth in the Purchase Order.

Payments will be subject, in any case, to the presentation by the SUPPLIER of the bank guarantees provided for in article 14 of these General Purchasing Conditions.

27.2 The SUPPLIER may only invoice once the request for payment has been approved by the BUYER.

27.3 The payment due date is set to 60 days invoice date. In case the payment period differs, it will be specified in the Purchase Order.

27.4 The BUYER has the possibility to deduct or withhold payments in the event that the SUPPLIER incurs a breach of the Purchase Order. This includes, but is not limited to, a delay in the Schedule, interruption and/or reduction of the progress of the work or non-payment in due time to the SUPPLIER's workers and/or appointed subcontractors, in case the BUYER receives claims from third parties related to the SUPPLIER, in case the SUPPLIER fails to correct and/or close the non-conformity reports, in the event that the SUPPLIER does not provide the correct inspection and delivery of the SUPPLY, in the event that the delivered SUPPLY presents defects not identified or reported by the SUPPLIER to the BUYER, in the event that the SUPPLIER does not complete the entire execution of the SUPPLY, in the event that the SUPPLIER loses or misplaces part and/or the total quantity of materials that is part of the SUPPLY delivered to the BUYER. SUPPLIER by the BUYER, in the event that the SUPPLIER incurs penalties as specified in section 1.2, and/or any other breach of the Purchase Order that may jeopardize the progress and completion of the work or delivery of the equipment to the End User.

### 28.0 PERSONAL DATA PROTECTION

28.1 Processing of Representatives' data

CALVERA, as responsible for the treatment, informs the representatives of the SUPPLIER (signatories who intervene on behalf of the

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SUPPLIER and contact persons (the "**Representatives**"), that the personal data they provide to CALVERA (identification, contact, signature data, as well as those that may appear in the documentation accrediting their representation) or those others that they may subsequently provide, will be processed by CALVERA in order to manage the maintenance, compliance, development, control and execution of the Purchase Order, as well as for the prevention of money laundering and the financing of terrorism so that it can comply with its standards of diligence regarding the identification of its suppliers, being in its case the basis of the treatment the legitimate interest of CALVERA.

The SUPPLIER may provide personnel data to CALVERA in order to comply with its obligations or enable access to CALVERA facilities.

In this case, the data that may be processed are, without limitation, the name, surname, ID / Passport, company to which it belongs, curricular data, and data contained in the contribution and payroll bulletins.

The purposes of the treatment are (i) to manage the Purchase Order; (ii) control the access and stay of staff in the facilities of the CALVERA group, where appropriate; (iii) to the extent permitted by law, limit access to such facilities; (iv) carry out the control and monitoring of the work in which they collaborate, as well as the compliance by the SUPPLIER with their tax, labor and Social Security obligations; (v) manage accident files at CALVERA's facilities; and (vi) as many actions as necessary for the correct execution of the Purchase Order.

The legitimate basis of the treatment is the execution of the Purchase Order and the legitimate interest of CALVERA in avoiding responsibilities, including tax and labor responsibilities.

Additionally, the SUPPLIER is informed that their data may be processed in the course of an internal investigation as a result of a claim made through the Ethics and Compliance Channel of the CALVERA Group.

### 28.2 General provisions

This section shall apply to any of the cases mentioned in the preceding paragraphs.

The data will be kept by CALVERA during the validity of the Purchase Order. Once the validity has ended, the data will be kept for the sole

purpose of meeting possible legal responsibilities of any kind.

CALVERA will not transfer personal data to third parties, unless the law so establishes, although they may be accessible to suppliers that provide services, in their capacity as data processors and other Affiliates of CALVERA group in order to comply with the purposes set forth herein.

Representatives and employees may exercise their rights of access, rectification, deletion, opposition, limitation of treatment, portability and withdrawal of consent given in writing, which is accompanied by a copy of a document proving their identity, addressed to CALVERA, to its corresponding registered office.

Likewise, if you consider that your personal data has not been processed in accordance with data protection regulations, you can contact the CALVERA Data Protection Delegate and, where appropriate, contact him through the address [dpo@calvera.es](mailto:dpo@calvera.es). They may also file a claim with the Spanish Agency for Data Protection ([www.aepd.es](http://www.aepd.es))

### 29.0 SUPPLIER CODE OF CONDUCT

29.1. THE SUPPLIER guarantees that it has read and is familiar with the Supplier's Code of Conduct from the BUYER which is attached as Annex 3.

The SUPPLIER agrees that it will be bound by and perform its work and services in strict compliance with the Supplier Code of Conduct of the BUYER in all its dealings with, for or on behalf of the BUYER. Any breach or violation of this Clause shall constitute a material breach of the Purchase Order.

29.2. The SUPPLIER undertakes to notify immediately (and in any event within 14 days to the BUYER any potential, alleged or actual breach of the Applicable Law, the BUYER's Code of Conduct or the BUYER's Supplier Code of Conduct to the BUYER's representative.

### 30.0 QUALITY, ENVIRONMENT, SAFETY AND HEALTH MANAGEMENT

30.1. The SUPPLIER shall observe and comply with, and ensure that its employees, agents, subcontractors and suppliers at any level observe and comply with all applicable health, safety and environmental requirements. In addition, the SUPPLIER shall observe and comply with, and ensure that its employees, agents, subcontractors and suppliers at any level observe

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and comply with the BUYER's health, safety and environmental standards and procedures and local policies, in particular with the Quality, Environment and Health and Safety Policy attached as Annex 4.

30.2. The SUPPLIER shall ensure that its employees, agents, subcontractors and suppliers receive, where applicable, all personal protective equipment necessary in connection with the fulfilment of the SUPPLIER's obligations under the Purchase Order.

SUPPLIER shall ensure that its employees, agents, subcontractors and suppliers at any level have and maintain all safety, medical and training certificates that are necessary for the performance of SUPPLIER's obligations pursuant to the Purchase Order or under Applicable Law, codes or regulations resulting from the workplace in fulfillment of SUPPLIER's obligations under the Purchase Order under the health, safety and environmental procedures and standards and the BUYER's local policies.

30.3. The SUPPLIER shall ensure that within twenty-four (24) hours of their occurrence, all health, safety and environmental incidents, accidents or events, regardless of their severity (including, in particular, "lost time" incidents and accidents), and arising from, in connection with or as a result of the SUPPLIER's fulfilment of its obligations under the Purchase Order, inform the BUYER's Representative. Such reporting requirements should not be limited to injuries to people, but should also include any environmental spills, pollution and similar incidents of environmental deterioration and "near wrong" information.

30.4 The SUPPLIER shall indemnify and hold harmless the BUYER GROUP and the OWNER from all claims that the BUYER may suffer or incur as a result of or that may arise from the failure of the SUPPLIER GROUP to perform its obligations under this Clause or Applicable Law regarding health or safety.

30.5 Insofar as compliance does not relieve the SUPPLIER of any of its other duties and obligations under the Purchase Order, the SUPPLIER's activities shall be carried out in accordance with an approved quality assurance ("QA") system.

30.6 The SUPPLIER shall allow the quality auditors of the BUYER and/or the OWNER to access the subcontracts on the basis indicated in Clause 31 (Audit) and shall include a provision for the BUYER and/or the OWNER to approve and

conduct quality assurance audits of subcontractors and suppliers.

### 31.0 AUDIT

31.1 The SUPPLIER shall keep a complete and detailed record of the books, accounts, contracts and any other documentation in relation to the Purchase Order for a period of four (4) years or at least for the period of time required by Applicable Law from the end of the Purchase Order. The BUYER or the OWNER shall have the right to audit such documentation in order to verify compliance with the obligations of the SUPPLIER, as well as to request the necessary information from the SUPPLIER to comply with the legal and audit obligations of the BUYER itself.

### 32.0 ETHICAL CONDUCT

32.1 The SUPPLIER undertakes to protect the BUYER's rules of business ethics at all times and to act in such a way as to uphold the good name and reputation of the BUYER and not to do or attempt to do any act or omission that is intended and/or in fact causes any damage or discredits the BUYER, and in particular the SUPPLIER declares that it does not have, and undertakes that it will not, directly or indirectly:

a) offer to give or agree to give to any Government Official, as defined below, or director, employee or agent of any past or potential client, customer, supplier, consultant or any other third party any gift or consideration of any kind as an inducement or reward for doing or for tolerating doing or for having done or for not having done or for not have done or any action in connection with a tender, contract or any other business dealings or for showing or tolerating any favour to any person in connection with a tender, any contract or any other business dealing; or

(b) to induce or attempt to induce any Government Official, employee or agent of any private body to depart from his duties towards his employer.

In addition, the SUPPLIER declares that, in connection with this Agreement, it has not violated, and undertakes not to violate, the following laws, to the extent applicable:

a) Spanish Criminal Code and similar or equivalent legislation or regulations in those or any other jurisdictions applicable to activities related to this Agreement.

## GENERAL PURCHASING CONDITIONS

- (b) The laws applicable to the maintenance of business books and records.
- (c) Laws relating to boycotts.
- (d) Laws relating to trade sanctions and export administration and control; and
- (e) Antitrust laws.

32.2 The SUPPLIER shall allow the BUYER and its external representatives, with reasonable notice during normal business hours, access to the books, records and accounts of the SUPPLIER (including, but not limited to, records relating to the origin and legitimacy of funds paid to the SUPPLIER and all disbursements made for or on behalf of the SUPPLIER.) in relation to activities undertaken in connection with this Agreement and to meet with the staff of the SUPPLIER to audit that Party's compliance with its obligations under this Article. Such audit rights shall continue for six years after termination of this Agreement. SUPPLIER shall provide all necessary assistance for the conduct of such audits during the term of this Agreement and for a period of six years after the termination of this Agreement. Access to the audit by any third-party representative of BUYER shall be subject to such representative agreeing to confidentiality obligations equivalent to those of Article 4 with respect to the information obtained.

In addition, the SUPPLIER undertakes to notify without delay (and in any event within 14 days) to the BUYER any alleged potential, suspected or actual breach of the commitments in this Article and to provide reasonable cooperation to the BUYER in the investigation and resolution of such breach as soon as possible.

32.3 In each case, "**Government Official**" includes (a) any officer or employee of, or any person representing or acting on behalf of, (i) any level of government (whether federal, provincial, state, regional, municipal or other), including, without limitation, any government agency or department; (ii) entities wholly or partially owned or controlled by any level of government; or (iii) public international or intergovernmental organizations; (b) a person holding a legislative, judicial or military office; or (c) political parties, party officials and candidates for political office.

### 33.0 DIGITAL SECURITY

33.1. In relation to the SUPPLY and the Purchase Order, the SUPPLIER shall, where applicable, maintain and ensure that its subcontractors and

suppliers maintain a security management policy that protects the BUYER's data and information technology systems against loss, destruction, damage, unauthorized disclosure or other misuse in accordance with applicable data protection laws and the highest industry standards. That security management policy shall demonstrate, as a minimum, compliance with or accreditation of ISO27001/27002, including clearly defined security responsibilities and processes for the security incident response plan and documented change control procedure. SUPPLIER's incident response plan will comply with industry standards for legally permitted chain of custody management processes and controls.

33.2. SUPPLIER shall maintain and have a documented business continuity and disaster recovery plan to validate that adequate resilience has been implemented in accordance with the SUPPLY and the Purchase Order. The SUPPLIER shall ensure that its business continuity plans are tested at planned intervals or in the face of significant organizational or environmental changes to ensure continued effectiveness.

33.3. The SUPPLIER shall support the secure deletion of archived data as determined by the BUYER.

33.4. The SUPPLIER shall ensure that its support system and network environments are logically separated to ensure compliance with legal, regulatory and contractual requirements. The SUPPLIER shall specify which of the geographical locations may enter or exit the data and may provide documentation showing the transport route of its data between systems if the BUYER requests it at any time.

33.5. The SUPPLIER shall ensure that it complies with the mandatory data breach notification requirements of the European Union ("General Data Protection Regulation") and shall ensure that it conducts background checks on all candidates, contractors and third parties in accordance with applicable laws, regulations and industry best practices.

33.6. The SUPPLIER shall ensure that it has implemented a data loss prevention solution ("Data Loss Prevention") or extrusion prevention for all system interfaces with the cloud provider.

33.7. The BUYER shall have the right to annually audit the security management policies of the SUPPLIER and its subcontractors and suppliers to confirm ISO 27001 certification or any other certification that the BUYER deems acceptable to assess the adequacy of the security management



## GENERAL PURCHASING CONDITIONS

policies in force. The SUPPLIER shall, at its own expense, make all reasonable efforts to assist BUYER in conducting such audit. SUPPLIER shall ensure that its data centers are audited for SSAE16/SOC2 and may provide copies of such report if requested by BUYER. BUYER may exercise its rights under this Clause using its own duly authorized employees or representatives.

33.8. The SUPPLIER will have controls in place to prevent data leaks or intentional/accidental compromises. SUPPLIER shall immediately notify BUYER in writing of any act, omission, breach of privacy or potential problem that may have an adverse effect on the availability, confidentiality or integrity of BUYER's data or information technology systems.

In the event that such a situation occurs, and the breach has affected the BUYER's data, the SUPPLIER shall immediately notify the BUYER

and fully cooperate with the BUYER to resolve any potential or actual adverse effects.

### 34.0 SURVIVAL

Without prejudice to the provisions of any specific stipulation set forth in the Purchase Order, any stipulation which by its nature becomes applicable after the expiration or termination of the Purchase Order, such as, but not limited to, Articles 4 (Confidentiality), 6 (Patents and Intellectual Property), 13 (Warranties), 16 (Supplier Liability), 17 (Indemnification), 21 (Arbitration), 29 (Supplier Code of Conduct), 30 (Audits), 32 (Ethical Conduct) and 33 (Digital Security), shall remain in effect and survive the expiration or termination of the Purchase Order.

### 35.0 ANNEXES

## GENERAL PURCHASING CONDITIONS

### ANNEX 1

#### ADVANCE PAYMENT BANK GUARANTEE (the “Guarantee”)

[Bank’s entity] with tax identification number [tax code], a company duly incorporated under the laws of [...], with registered office at [...] (the “Guarantor”), and its representative, Mr. [...] holding DNI (National Identity Card) no. [...], and with sufficient powers to take decisions on its behalf, as stated in the Deed no. [...] dated [...] by the Notary, Mr. [...] and entered into the Commercial Register of [...], under volume [...] page [...], entry [...],

#### GUARANTEES

Unconditionally and irrevocably, acting jointly and severally, to the full extent required by the law, and expressly waiving the benefits of “*excusion*”, division and order (as stated in article 1.830 and the following of the Spanish Civil Code), in favour of [...], with tax identification number [...] and registered office at [...] (the “Guaranteed Company”), before CALVERA HYDROGEN S.A.U., that is the Beneficiary of the guarantee, with tax identification number A-50945914, and registered office at Pol. Ind. El Sabinar, 7A- 50290 Épila (Zaragoza) (the “Beneficiary”), up to a maximum amount of [words] [(figures)] euros, for the prompt payment of the advance payment made by Beneficiary to the Guaranteed Company, and performance when due of all present and future obligations and liabilities of all kinds of Guaranteed Company associates to such advance payment, whether due or to become due, secured or unsecured, absolute or contingent, joint or several as a result of [description of the agreement] entered into on [signature date] between Guaranteed Company and Beneficiary (the “Agreement”).

Guarantor shall pay and honour this Guarantee, up to the pre-established maximum amount, within five (5) calendar days following a simple written demand of Beneficiary, validly signed by an authorised representative, in which it is indicated that the claimed amount is due and payable by Guaranteed Company, without the need for the authorisation or consent of Guaranteed Company and without any excuse being admissible, including the opposition of Guaranteed Company in order to avoid payment. The obligations of Guarantor by virtue of this Guarantee shall terminate when the sum of the partial executions of the Guarantee have reached the maximum guaranteed amount.

This Guarantee constitutes a principal obligation and entirely independent of the Agreement, and not excuse will be available to Guarantor to delay or refuse the required payment.

Guarantor's liability will in no way be affected or impaired by the occurrence of any of the following circumstances, whether notified or not to Guarantor: (i) the modification or amendment of the Agreement or of the obligations resulting therefrom; (ii) the extension of the validity of the Agreement or of any obligations resulting therefrom; (iii) the transfer of the Agreement or any of the rights or obligations resulting therefrom; (iv) delay or refusal to carry out actions deriving from

## GENERAL PURCHASING CONDITIONS

the Agreement, settlement or compromise in relation thereto; (v) invalidity, nullity or voidability of any of the stipulations or obligations deriving from the Agreement.

The Guarantee set forth herein is irrevocable and shall remain in full force until all the pending obligations and liabilities assumed by Guaranteed Company before Beneficiary, continue to exist and until such time as they have been properly and completely met.

This Guarantee shall recover full effectiveness and validity if, once payment has been made under its provisions, said payment is rescinded or must otherwise be returned for any reason whatsoever, including the cancellation of instruments used as payment, or the provisions adopted as part of insolvency proceedings.

Guarantor states that the powers in whose virtue it representative/s act are in full force and effect and that they have not been revoked, and that the issue of the present Guarantee constitutes a valid and effective act.

Guarantor hereby waives notice of acceptance of this Guarantee and the exercise by Beneficiary of any of the rights resulting from this Guarantee constitutes the Beneficiary's acceptance of the same, without it being necessary to previously inform Guarantor in this regard, or in relation to actions or activities related to the rights and obligations derived from the Agreement.

Beneficiary may assign this Guarantee and therefore the rights and obligations herein, to any third party without the prior consent of Guarantor or Guaranteed Company.

This Guarantee shall be governed by and constructed in accordance with the laws of Spain. The parties hereto agree that the Courts of the city of Zaragoza shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Guarantee and, for such purposes, irrevocably submit to the jurisdiction of such Courts.

[city], [month] [day], [year]

[Signature and stamp of Guarantor]

## GENERAL PURCHASING CONDITIONS

### ANNEX 2

#### PERFORMANCE BANK GUARANTEE (the “Guarantee”)

[Bank’s entity] with tax identification number [tax code], a company duly incorporated under the laws of [...], with registered office at [...] (the “**Guarantor**”), and its representative, Mr. [...] holding DNI (National Identity Card) no. [...], and with sufficient powers to take decisions on its behalf, as stated in the Deed no. [...] dated [...] by the Notary, Mr. [...] and entered into the Commercial Register of [...], under volume [...] page [...], entry [...],

#### GUARANTEES

Unconditionally and irrevocably, acting jointly and severally, to the full extent required by the law, and expressly waiving the benefits of “*excusio*n”, division and order (as stated in article 1.830 and the following of the Spanish Civil Code), in favour of [...], with tax identification number [...] and registered office at [...] (the “**Guaranteed Company**”), before CALVERA HYDROGEN S.A.U., that is the Beneficiary of the guarantee], with tax identification number A-50945914, and registered office at Pol. Ind. El Sabinar, 7A- 50290 Épila (Zaragoza) (the “**Beneficiary**”), up to a maximum amount of [words] [(figures)] euros, for the prompt payment and performance when due of all present and future obligations and liabilities of all kinds of Guaranteed Company, whether due or to become due, secured or unsecured, absolute or contingent, joint or several as a result of [description of the agreement] entered into on [signature date] between Guaranteed Company and Beneficiary (the “**Agreement**”).

Guarantor shall pay and honour this Guarantee, up to the pre-established maximum amount, within five (5) calendar days following a simple written demand of Beneficiary, validly signed by an authorised representative, in which it is indicated that the claimed amount is due and payable by Guaranteed Company, without the need for the authorisation or consent of Guaranteed Company and without any excuse being admissible, including the opposition of Guaranteed Company in order to avoid payment. The obligations of Guarantor by virtue of this Guarantee shall terminate when the sum of the partial executions of the Guarantee have reached the maximum guaranteed amount.

This Guarantee constitutes a principal obligation and entirely independent of the Agreement, and not excuse will be available to Guarantor to delay or refuse the required payment.

Guarantor's liability will in no way be affected or impaired by the occurrence of any of the following circumstances, whether notified or not to Guarantor: (i) the modification or amendment of the Agreement or of the obligations resulting therefrom; (ii) the extension of the validity of the Agreement or of any obligations resulting therefrom; (iii) the transfer of the Agreement or any of the rights or obligations resulting therefrom; (iv) delay or refusal to carry out actions deriving from the Agreement, settlement or compromise in relation thereto; (v) invalidity, nullity or voidability of any of the stipulations or obligations deriving from the Agreement.

## GENERAL PURCHASING CONDITIONS

The Guarantee set forth herein is irrevocable and shall remain in full force until all the pending obligations and liabilities assumed by Guaranteed Company before Beneficiary, continue to exist and until such time as they have been properly and completely met.

This Guarantee shall recover full effectiveness and validity if, once payment has been made under its provisions, said payment is rescinded or must otherwise be returned for any reason whatsoever, including the cancellation of instruments used as payment, or the provisions adopted as part of insolvency proceedings.

Guarantor states that the powers in whose virtue it representative/s act are in full force and effect and that they have not been revoked, and that the issue of the present Guarantee constitutes a valid and effective act.

Guarantor hereby waives notice of acceptance of this Guarantee and the exercise by Beneficiary of any of the rights resulting from this Guarantee constitutes the Beneficiary's acceptance of the same, without it being necessary to previously inform Guarantor in this regard, or in relation to actions or activities related to the rights and obligations derived from the Agreement.

Beneficiary may assign this Guarantee and therefore the rights and obligations herein, to any third party without the prior consent of Guarantor or Guaranteed Company.

This Guarantee shall be governed by and constructed in accordance with the laws of Spain. The parties hereto agree that the Courts of the city of Zaragoza shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Guarantee and, for such purposes, irrevocably submit to the jurisdiction of such Courts.

[city], [month] [day], [year]

[Signature and stamp of Guarantor]



## GENERAL PURCHASING CONDITIONS

### ANNEX 3

#### SUPPLIER CODE OF CONDUCT

##### 1. PURPOSE

The Supplier Code of Conduct includes the minimum ethical, social and environmental requirements that every supplier must accept and comply with in order to collaborate with the CALVERA Group, assuming also the commitment to extend it to its own supply chain.

The CALVERA Group Supplier Code of Conduct is aligned with the CALVERA Group Code of Conduct and together they guide the way in which our supply chain partners play an active role in achieving our objectives.

##### 2. SCOPE

CALVERA Group requires that all its directors, executives and employees, along with all those who work on behalf of CALVERA Group, comply with the laws and regulations in force and act with integrity and ethics on all occasions.

Our intention, as part of the supply chain, is to work with companies that understand and share our commitment to the principles outlined in this Code.

Working together, we will build a sustainable business relationship that will allow us to successfully advance towards the achievement of our objectives.

We ask our supply chain partners to adhere to these principles and to pass them on to their supply chain.

##### 3. SUPPLIER GUIDING PRINCIPLES

###### ***3.1 In relation to Safety, Health of workers and the environment.***

The supplier shall promote the CALVERA Group's criteria of respect and environmental responsibility and, in particular, shall expressly respect the following principles:

- Comply with applicable safety, health, occupational risk prevention and environmental regulations, in order to ensure responsible behavior with the environment.
- Prevent or minimize, when unavoidable, any negative impact on the environment or on the community in its operations.
- To create and maintain a safe and healthy work environment for its employees, providing training, work procedures and appropriate protective measures for its workers.
- Establish and maintain a continuous improvement management program for risk prevention, safety, health and environmental incidents.
- Have preventive measures in place to avoid or minimize pollution, with special consideration to greenhouse gas emissions and environmental degradation.

## GENERAL PURCHASING CONDITIONS

- Apply environmental criteria in the contracting and monitoring of suppliers, extending these good practices to its own supply chain.

### **3.2 In relation to Ethics and Legal Requirements**

Our suppliers shall:

- Inform, as soon as they become aware, of the existence of any relationship with employees, directors or managers of the CALVERA Group that may involve a conflict of interest.
- Comply with and enforce compliance with applicable regulations regarding the prevention of corruption and, in addition, implement policies and procedures to prevent corruption, bribery and facilitation payments.
- Promote anti-corruption vigilance within its scope of action to prevent and detect activities such as fraud, money laundering or missappropriation.
- Protect CALVERA Group's confidential information and personal data, preventing them from being distributed without express authorization, stolen or damaged.
- Implement the necessary information security measures to ensure that both digital and hard copy information is adequately protected according to its security risk level.
- To guarantee at all times the right to the protection of personal data of its employees and its stakeholders, protecting and making appropriate use of the same and respecting in all cases the applicable legislation on data protection.
- Inform CALVERA Group immediately of the existence of any security breach in the protection of personal data, in accordance with the provisions of the regulations on data protection that is locally applicable.

Our suppliers shall NOT:

- Establish any relationship with employees, executives or directors of CALVERA Group, whether financial or of any other nature, which could imply that such relationship conflicts with the interests of CALVERA Group.
- Offer any incentive to employees, executives or directors of the CALVERA Group, including their relatives or friends (related parties), in order to obtain or influence in a business of the CALVERA Group.

### **3.3 In relation to human and labor rights**

All CALVERA Group suppliers shall respect the principles of the Universal Declaration of Human Rights and the conventions that develop it, as well as the recommendations of the International Labor Organization with respect to the rights of workers in the performance of their activities. In particular, the supplier shall promote and respect, among others, the following principles:

## GENERAL PURCHASING CONDITIONS

- Ensure the non-existence of all forms of child labor. Comply with all international, national and local laws, regulations and declarations regarding minimum working age.
- Guarantee the non-existence of any type of forced or compulsory labor.
- Not to subject its employees to any kind of physical or verbal abuse or any other form of intimidation.
- Integrate equal opportunity and non-discrimination criteria, carrying out selection, promotion, access to training and any other people management practice based on professional merit and objective assessments.
- Not to allow any type of discrimination associated with ethnic or cultural origin, sex, gender identity, sexual choice, disability, nationality, religion, age, social origin or ideology, among others.
- Respect the maximum working hours, as well as the minimum wages established by law and by the international agreements applicable in the aforementioned area.
- To ensure that its employees carry out their activities in a safe and healthy workplace and in compliance with applicable legislation and international conventions on occupational safety, hygiene and health.
- The supplier must encourage the adoption of preventive measures that minimize the risk associated with the development of its activity, as well as train its employees in health, safety and welfare at work, so as to ensure their safety and that of those people in their environment that could be affected during the development of the activity.
- Respect and promote human rights, with special attention to the freedoms and rights of vulnerable groups such as indigenous communities, women, children and ethnic minorities, among others, and promote the extension of this respect to suppliers and other stakeholders.
- Guarantee the freedom of association and collective bargaining rights of its professionals, without any type of sanction.
- Establish training, dissemination and awareness measures so that its managers and employees know, assume and comply with the Supplier Code of Conduct of the CALVERA Network Group.

### ***3.4 In its relationship with CALVERA Group***

All suppliers shall carry out their activities in compliance with the applicable legislation and international conventions, as well as with the commitments derived from the commercial relations they maintain with the CALVERA Group. Likewise, they shall base their performance on the quality of the goods and services they provide.

The supplier shall conduct its business with integrity, in express compliance with the following principles:

## GENERAL PURCHASING CONDITIONS

- Respect at all times the applicable regulations, developing its activity in accordance with the values and principles of the CALVERA Group in its relationship with its competitors and other parties involved in the market.
- To know its own suppliers, performing the due diligence to ensure the reputation of the CALVERA Group and the integrity of the supply chain.
- Maintain a behavior in accordance with the principles of action contained in this Code in all its business operations for the CALVERA Group.
- Not to engage in irregular commercial practices, including those involving price manipulation or others that go against free competition.
- Not to unduly influence their commercial, or professional relationships with the CALVERA Group and other entities, whether public or private.
- Encourage commitment to responsible procurement in their sourcing processes.
- To take the utmost care in preserving the image and reputation of the CALVERA Group, avoiding any inappropriate and incorrect use of the same, by its employees and its subcontracted companies.
- Establish mechanisms to ensure objectivity and transparency in the development of its activities and comply with all international, national and/or local corporate transparency regulations.

### **3.5 Compliance**

CALVERA Group reserves the right to monitor its suppliers' compliance with this Code of Conduct.

In the event that a breach is identified, depending on its seriousness, this may lead to the termination of the contract or order and the review of its classification as a supplier of the CALVERA Group.

Our suppliers shall:

- Comply with the strictest standards, whether provided by law or applicable regulations or those established herein, in the provision of goods or services to the CALVERA Group.
- Implement systems and controls to ensure compliance with applicable laws and regulations and the principles set forth in this Code, including internal policies, training and auditing mechanisms aimed at improving such management systems.
- Apply these or similar principles to its own supply chain.
- Immediately notify CALVERA Group of any breach of the law or of the principles set forth in this Code.

**Note:** This CALVERA Group Supplier Code of Conduct contains general requirements applicable to suppliers of goods and services of CALVERA Group. Contracts or particular orders for goods or services may contain more specific provisions relating to these matters. In any case, if there is a contradiction or inconsistency between the provisions of this Code and any other provision contained in a particular contract or order, suppliers shall comply with the more restrictive provision.

Grupo Calvera has an Ethical Channel ([canal-etico@calvera.es](mailto:canal-etico@calvera.es)) available to its suppliers and partners to facilitate the communication of violations of this Supplier Code of Conduct or any other violation that may affect employees, managers or partners of Grupo Calvera.

## GENERAL PURCHASING CONDITIONS

### ANNEX 4

#### QUALITY POLICY

Calavera Hydrogen Quality Management System applies to the activities of the manufacture of machined welded parts including customer's custom-made pressure vessel components. Assembly of platforms for the transport of gas.

Calavera's quality policy is based on the Mission and Vision of the company:

**Mission:** meet the demand for safe, reliable and cost-effective solutions for the use of pressurized gases, through experience and innovation, to promote the energy transition to a decarbonized environment, for the benefit of society and our stakeholders.

**Vision:** be an international reference in the engineering and industrialization of large-scale solutions, for the entire value chain of renewable gases, dynamizing the Energy Transformation, in the interest of the community and of our commitment to a decarbonized future.

Calvera, through this policy is committed to:

- Achieve and maintain the highest levels of customer and stakeholder satisfaction.
- Comply with all legal or contractual requirements applicable to our business, as well as other voluntary requirements that the company may assume as its own.
- To promote innovation in products and services that allow us to be a benchmark in sustainable development.
- To develop our work within a management environment that guarantees the continuous improvement of our processes, methods and relationships with our stakeholders through the prevention of defects, the conduct of audits, the establishment and continuous review of quality objectives, as well as the analysis of business indicators associated with them.
- To effectively control and manage all our processes, which allows us to achieve the established objectives and obtain a high level of quality in each and every one of them, with particular emphasis on:
  - High level of Quality and Innovation of our projects, products and services.
  - High level of security in all our products and services.
  - Analysis of Risks and Opportunities in each process of the company.
  - Synergies with our suppliers.
- Promote the dissemination and understanding of this Quality Policy throughout the organization through continuous training and communication with our employees.

This Quality Policy is communicated appropriately to all Calvera staff and to the rest of the organization's stakeholders to ensure their knowledge and understanding.

Épila, 28<sup>th</sup> August 2023

## GENERAL PURCHASING CONDITIONS

### *OCCUPATIONAL HEALTH & SAFETY POLICY*

The management of Calvera Hydrogen is constantly committed to strengthen the culture of Occupational Health and Safety throughout the company and to guarantee that employees always promote and ensure safe behaviour at work.

In Calvera, safety is integrated into all aspects of quality, both in products and services, and the Occupational Health & Safety policy involves the two production plants owned by Calvera.

The management of Calvera provides all the necessary resources to:

- Ensure a safe and healthy work environment for its employees, contractors and visitors, ensuring at all times compliance with legal requirements.
- Promote the training of employees in relation to the risks present in their work activities, so that they are informed and motivated to comply with all occupational health and safety requirements.
- Promote consultation and participation of employees and their representatives, as a fundamental tool for the continuous improvement of workers' occupational Health & Safety.
- Provide facilities and equipment to ensure adequate, safe and healthy working environment conditions, to prevent any occupational accidents and diseases.
- Be aware of all the health & safety hazards in each of the developed activities in order to eliminate them from the source, to protect the health of all workers and to prevent any damage to their health.
- Foster a Safety Culture in the company through prevention, participation, communication, safe behaviour and involvement of employees, external suppliers and other stakeholders in the field of Occupational Health & Safety.
- Establish a framework for setting Occupational Health and Safety goals.

**The guidelines** for occupational health & safety in Calvera are as follows:

1. **Safety** (health and hygiene at work) is an integral part of Calvera's activities, and it is evident in any decision taken.
2. **Security** is an **attitude and will, based on respect and compliance** with established procedures and instructions. The contribution to the continuous improvement of security is constantly evolving.
3. **Safety** is a natural part of Management's responsibilities, such as:
  - Ensure implementation of legal requirements.
  - Show visible and permanent personal commitment.
  - Promote training and information for its employees.
  - Control the work environment.
4. Always and in any situation, Calvera factories will take responsibility and manage Occupational Health and Safety with the ultimate goal of "Zero Accidents".
5. Safety at work is achieved through a systematic analysis of risks, as well as their assessment in any of the activities carried out by workers, contractors and visitors.



## GENERAL PURCHASING CONDITIONS

6. The main tools implemented by Calvera for continuous improvement in the prevention of occupational accidents and diseases are:
  - Investigation and analysis of accidents and incidents.
  - Safety Observations
  - Weekly and Quarterly Security Meetings
  - Measurable Occupational Safety and Health Objectives.
7. Maintain safety procedures and instructions in accordance with the risks involved, in line with the commitment to comply with the applicable legal requirements in the area of occupational health and safety, signed by the Top Management of Calvera.
8. No emergency situation, whether on-site activity or customer service, can put the safety and integrity of workers at risk.

Calvera ensures that this Occupational Health and Safety policy is available to all stakeholders of the company.

Épila, 28<sup>th</sup> August 2023

## GENERAL PURCHASING CONDITIONS

### *ENVIRONMENTAL POLICY*

The management of Calvera Hydrogen defines the governance policy of our Environmental Management System under the ISO 14001 standard with regard to the development, manufacture, maintenance of products and services provided to the customer.

Environmental policy sets out the following action commitments:

- Control the environmental impact of our activities products and services that we provide throughout the product lifecycle. This control will take place in all aspects related to environmental protection and pollution prevention, identified by the company within our sphere of influence.
- Assessment of the environmental aspects arising from our current and future activities in order to prevent or minimize their impact.
- Strict compliance with national and international laws, regulations and standards related to the control and protection of the environment in all those requirements that are applicable to our activities.
- Foster and maintain the satisfaction of customers and other stakeholders by fulfilling the environmental requirements specified and agreed in the projects assigned to Calvera.
- Promote, at all times and at all levels, environmental management as a matter of active participation, as an essential basis for improvement, by informing, training, motivating and involving all staff.
- Promote and maintain the continuous improvement of the Environmental Management System, its processes and performance, through audits, data analysis and results of business indicators.
- Innovation in the design and development of our products and services to offer increasingly sustainable solutions and thus meet the Sustainable Development Goals adopted in the 2030 Agenda.

The Environmental Policy is public to all company staff and stakeholders, providing all means to be understood and implemented.

Épila, 28<sup>th</sup> August 2023