

General Purchase Conditions of Haizea Wind, S.L.

PURPOSE

1. These General Purchase Conditions (hereinafter, “GPC”) constitute the bases that govern the supply of all types of goods, equipment and materials (hereinafter, “Goods”) or the provision of all kinds of services for wind turbines, foundations, transition pieces, both onshore and offshore (hereinafter, “Services”) by suppliers (hereinafter, “Supplier/s”) for the company HAIZEA WIND, S.L. (hereinafter, “HW”), which requests the Goods or Services from the Supplier (hereinafter referred to collectively as the “Parties”, and each individually as a “Party”).

GENERAL BASIC CONSIDERATIONS

2. Within the scope of these GPC, the words “including” and “includes” will be implicitly followed by the words “without limitation”.

3. If a legal provision is referred to within these GPC, it will be interpreted as a reference to said legal provision.

SCOPE OF APPLICATION

4. The purchase order will regulate the agreement between HW and the Supplier, along with these General Purchase Conditions, including its appendices, and the delivery schedule (hereinafter, “Order”) (hereinafter, referred to collectively as the “Contract”). The scope and price of supplying Goods or providing Services will include the documentation, manpower (including execution, construction and assembly) and/or the equipment (including software and hardware, tools, models, moulds and spare parts), salaries, insurance, consumables, transport, packaging and labelling, accessories, devices, cranes and other tools necessary, any type of expense, payments for intellectual property, costs derived from the inspections, tests and other certificates specified in the Order, exchange rates, taxes, obligations, and any other payment necessary to execute the Order.

5. Unless a framework agreement has been reached and signed by the Supplier and HW prior to the Order date, these GPC will be considered a part of any agreement the Parties enter into, regardless of whether or not it refers to them expressly. If a framework agreement has been entered into, said agreement will be considered special terms and conditions, with the consequences of the following clause.

DISCREPANCY BETWEEN THE CONTRACT’S PROVISIONS

6. If there is a discrepancy between two or more of the Contract’s provisions, the order of priority for these will be as follows: 1) those included under the title of “Individual Terms and Conditions”; 2) the GPC; 3) the express specifications that refer to the Goods and/or Services established; and 4) any other document included by being expressly referred to in the Order.

ORDER FORMALISATION

7. To ensure an Order is formalised, HW will issue the Goods and/or Services Order, which will be deemed an offer by HW to purchase the Goods and/or Services in the terms of the Contract.

8. Acceptance of the Order will occur when the Supplier expressly issues a notification in this respect, or tacitly when execution of the Contract begins. Said acceptance of the Order by the Supplier also indicates their full acceptance of these GPC.

9. Provided that the Supplier has not received acknowledgement of receipt, HW will have the right to revoke or cancel an Order.

10. In the event of any doubt over the interpretation of an Order’s contents, the Supplier must request indications and instructions from HW and act accordingly.

11. Any terms, conditions and/or specifications included in, or attached to, the Supplier's documentation that are not expressly mentioned in the Order will be considered null and void, as will all correspondence related to them. For the avoidance of doubt, no divergent contractual condition mentioned by the Supplier in its written acceptance of the Order, nor any other communication issued by the Supplier, will form a part of the contractual relationship, nor will they be binding for HW unless HW's authorised representatives have expressly accepted them, with said acceptance recorded in writing. Receipt of the Products or Services delivered, or the possible payments made, will not constitute tacit approval or acceptance of said divergent conditions indicated by the Supplier.

DELIVERY SCHEDULE

9. The issue of Orders can take the form of an order framework, in which case fixed amounts or quantities of Goods or Services will not be specified. The hired quantities and delivery dates will be defined by HW via issuance to the Supplier of delivery plans (hereinafter, referred to individually as "Delivery Plans"). Each Delivery Plan will refer to an Order number.

10. The Supplier's acceptance of an Order or a Delivery Schedule will be indicated within a maximum of two (2) working days. The Order or Delivery Schedule will be deemed tacitly accepted by the Supplier if it fails to inform HW of its refusal. In this case, the Supplier will be obliged to supply the Goods and/or Services requested within the required delivery period. In open-ended Orders, changes in price will take place via issue of a revised Order that will be considered accepted when the first Delivery Plan has been delivered.

PACKAGING, SHIPMENT, SUFFICIENT TITLE AND RISK

11. The Goods will be suitably packaged such that they reach their delivery locations undamaged, in good condition, and via the expected manner of transport. The packaging must comply with all requirements contained in the Order and it must also guarantee protection against damage, dirt and humidity during transport and/or storage. If the packaging is defective or unsuitable, the Supplier will be fully liable as a result if any loss or damage were to occur.

12. The price set by the Parties will be understood to include delivery and packaging, unless agreed otherwise and recorded in writing. The delivery time and delivery itself are considered essential. The Supplier guarantees that it is in possession of sufficient title regarding the Goods and/or Services it sells to HW. The Supplier is hereby informed that the Goods and/or Services supplied may be sold by HW to a third party and it guarantees that HW may supply them with sufficient title.

13. Delivery will observe the rules of the INCOTERM 2010, as agreed between the Parties in the Order.

14. The transfer of risk and ownership of the products to HW will take place when it receives these at the destination specified in the Order. Any element owned by the Supplier that enters HW's facilities will do so at the Supplier's own risk.

15. All Goods must be marked in accordance with the Contract's provisions, HW's instructions, and applicable legislation. For each product remittance, the Supplier will provide a packaging list and/or a delivery note detailing the HW Order number, description, code (where applicable) and amount of Goods sent. In addition, it will provide all necessary instructions, warnings, safety details and other data on how to use the Goods.

16. If any of the Goods and/or Services contain hazardous substances or need special precautions to be taken to guarantee safety in their handling, transport, storage or use, and to ensure the environment is protected, the Supplier must provide (before delivery) specific details in writing with regard to the nature of said substances and the precautions to be taken. The Supplier will ensure that suitable instructions and warnings are clearly marked and highlighted on the Goods, or stuck to them securely, as well as the containers in which they are packaged, before sending them.

17. The Supplier must provide the carrier commissioned by HW, if this is the form of transport required, with all information and data related to the hazardous Goods in accordance with applicable legislation. If HW were to inform the Supplier or if the Supplier were to have knowledge that a multimodal transport option is to be used, said information and data will be applicable to all forms of transport to be used.

18. Any return of packaging material that is required pursuant to the Contract by HW must be indicated in the delivery note submitted to HW and said packaging material will be returned to the Supplier, with any expenses for this payable by the Supplier.

19. In the case of a partial delivery, this will not be accepted, unless previously agreed in writing between the Parties. If the Goods delivered by the Supplier to HW exceed what was agreed, HW will not be responsible for paying for the excess, and any excess retained by HW will be at the Supplier's risk and expense. If the supply is rejected, for justifiable reasons, it will be deemed not to have been made available, with the return expenses payable by the Supplier, unless both Parties expressly agree otherwise. The Supplier will promptly, and at its own expense, collect any Good supplied in excess or rejected.

INSPECTION

20. The Supplier will check the conformity of the Goods and Services prior to delivery by inspecting and testing them. HW reserves the right (but this shall not imply any obligation), subject to prior notice, to inspect and test the Goods and/or Services during any stage before delivery (including during the manufacturing or testing process). The Supplier must grant access to the establishments and facilities that HW may reasonably require to carry out said inspection.

QUALITY AND DESCRIPTION

21. Goods and Services must:

21.1 (i) adapt to the quantities, qualities, specifications, descriptions and other particular features included in the Order; (ii) adapt to the samples, design criteria, plans, descriptions, requirements and specifications that HW may provide the Supplier with; (iii) be suitable for their anticipated use, of which the Supplier will have been expressly or implicitly informed, and free from any defects, encumbrances, influence or claim of ownership; (iv) be suitably and competently executed by qualified, experienced personnel who meet the industry's highest standards, and be suitable for any form of anticipated use expressly or implicitly brought to the attention of the Supplier by HW;

21.2 comply with all applicable legislation related to the Goods and/or Services, and/or that affect the obligations entered into by virtue of this Contract and its execution, including those related to manufacture, packaging, storage and delivery of the Goods and/or execution of the Services.

22. Suppliers must have in place an applied quality management system that works in accordance with the latest version of the standard, such as ISO 9001, and which is certified by an independent certification body. The accredited certification will be submitted to HW if requested, along with satisfactory proof of tracking audits. Additionally, certification of an environmental management system, in addition to a health and safety system, is recommended; exclusion as a supplier will be evaluated if the Supplier does not have these in place, or if it is in breach of applicable legal requirements and standards. HW's suppliers and sub-suppliers will be consequently assessed. HW's rights and actions derived from the Contract will be without prejudice to HW's right to bring forward any legal actions and exercise any rights that correspond to it in accordance with the legal system (including implicit legal provisions). Any Supplier may request to see HW's Supplier performance assessment method, as outlined in ISO 9001, point 8.4.3 f).

The Supplier must be in possession of a certificate for its production system in relation to manufacture of the materials required, such as ISO 1090 or an equivalent certificate, which allows it to issue the corresponding declaration of conformity or CE marking, where applicable and required.

The Supplier will be responsible for ensuring the supply of materials and services required, as a company certified by HW's end customer. If it is not in possession of a certificate, and having been informed of the end customer in the request for proposal, and accepted via the Order, the Supplier will be responsible for all consequences resulting from the client's rejection of the materials or services supplied.

23. Any inspection or test performed by HW will not exempt the Supplier from the responsibility inherent to supplying the Goods and/or Services strictly in agreement with the specifications and applicable legal requirements, nor will it be excused from its obligations resulting from the guarantees provided.

24. The Supplier will fulfil HW's verbal and written instructions in matters of health and safety while at HW's facilities, and it will cooperate with HW in all matters related to the Contract.

25. The Supplier must provide all documentation for the Good or Service, including product, quality, security and regulatory certifications, along with the material or product supplied; if it does not, it must do so as soon as possible, provided the production process is not affected due to its verification being necessary. Additionally, HW may request certificates for raw materials, and the Supplier must provide HW with these, as well as any certificates related to traceability or quality control. These certificates will include the corresponding Order numbers alongside the component numbers.

BILLING AND PAYMENT CONDITIONS

26. The prices indicated in the Order will be fixed, they will include delivery costs, as well as any other costs, all taxes will be included (except value added tax), and they will not be subject to review. Prices will be indicated in the local currency of the company placing the Order, unless agreed otherwise.

27. The invoice will be issued after the agreed Delivery Date. The "Delivery Date" is the date that has been agreed in writing by the Parties and specified on the corresponding Order for delivery of any Goods and/or Services. The Supplier will invoice the delivered Goods and/or Services on the fifteenth day of each month and the last day of each month, or the following working day when these fall on public holidays. Invoices will indicate the Order number and the number/s corresponding to each individual item, in addition to all expected legal requirements. If these data are omitted, invoices will not be paid. Copies of invoices will be marked as duplicates.

28. To the extent that the Supplier must provide documentation on material assays, testing records, quality control records or other types of documents, this will be one of the requirements for delivery or provision to be considered complete.

29. If HW so requests, all deliveries made during a reasonable set period of time should be grouped into a single invoice. The following will be sufficient reason not to process an invoice for Goods and/or Services: i) any Goods and/or Services that do not fulfil the requirements indicated in the Contract; or ii) if the invoice's date is prior to the date of its corresponding delivery note. HW reserves the right to withhold any payment, to a reasonable extent, owing to defects in the delivered Goods and/or Services, or Goods and/or Services that do not fulfil the requirements established herein, and to deduct any of the damages caused by a delay in delivery from any payment owed to the Supplier, as applicable pursuant to these GPC.

30. Unless a specific provision in the Order states differently, payment will be made on the fifteenth day of each month after 60 days, counted from the date a correctly issued invoice is received. All payments, without exception, must correspond to the payment requirements established in legislation applicable to commercial transactions in force at any time. The actual date of payment, which appears as the first payment date on HW's administrative process calendar following maturity of an invoice, will be known as the "Date of payment".

31. If the Goods and/or Services delivered are defective, payment will be made once any defects have been rectified. In this scenario, HW will make the payment.

32. HW making a payment will not imply its tacit acceptance that supply of the Good or provision of the Service is in accordance with the Contract (including their quantity or quality).

33. HW will be authorised to offset the amounts it owes to the Supplier, for any concept, with any concepts that the Supplier owes to Haizea.

DEADLINE AND COMPENSATION

34. Goods and/or Services will be delivered on the dates (hereinafter, the “Delivery Date”) with the rates and to the places specified in the Contract. If no delivery location or date are specified, the Goods and/or Services will be delivered to the place established in the Order and delivery will take place by the deadlines established in the Order. HW may delay or amend the delivery dates and location via written notification and, with the exception of the cases outlined in the Order, early delivery will not be permitted. Delivery will be completed when the Goods are unloaded at the delivery location.

35. The Supplier must immediately inform HW of any incident that may endanger delivery of the Goods and/or Services stipulated in the established schedules and deadlines, noting the reason and expected delivery date. If the Supplier fails to comply with this obligation, it will be liable to HW for the additional costs it may have incurred, as well as the damage caused to HW as a result of its failure to notify HW. The Supplier is obliged to undertake as many actions (including overtime, urgent delivery, etc.) as necessary to reduce the delay as far as possible, at no additional cost to HW.

36. Under no circumstances will the additional costs resulting from compliance with a delivery deadline or execution be payable by HW. These will be payable by the Supplier.

37. The moment of delivery is an essential contractual obligation, for which reason failure to comply with the Delivery Date specified in the Contract will constitute a material breach of the Contract, thus HW may opt to terminate the Contract and/or claim for damages.

38. In the event the Supplier fails to comply with the delivery deadline, HW may press a penalty equivalent to 1% of the Order’s price for each day it is delayed, up to a maximum of 15% of the Order’s price. Payment of the penalty by the Supplier will not exclude HW’s right to bring as many legal actions and exercise any rights that correspond to it in accordance with the legal system to compensate for the damage caused by the delay in delivery or its execution, and it does not exempt the Supplier from its other contractual or legal obligations derived from the Order.

39. If the maximum penalty amount for a delayed delivery is reached, HW may choose to reduce the volumes for which the obligation of ordering exists up to the volume delayed, or terminate the Order or part of it with immediate effect.

40. This penalty will apply without the need for a separate agreement, in the case of delivery deadlines or execution that are delayed or subsequently agreed. HW’s acceptance of a delivery or provision of a Service that has been delayed will not be interpreted as a waiver of the right to apply the penalty, nor the obligation to compensate for the damage caused, nor will the Supplier’s notification of a delay or postponement imply maturity of the penalty.

MATERIALS DELIVERED TO THE SUPPLIER

41. The Supplier will insure the materials transferred against all risks of loss or damage, exempting HW from any liability regarding the contents of the information, data, drawings, and specifications made available by the Supplier in relation to the Order (hereinafter, the “Materials”). The Supplier will check that the information is updated and correct and, if it is not or if possible contradictions exist, it will inform HW without undue delay, in writing, and it will request clarifications on how best to proceed. Errors or inaccuracies in any information will not affect the Supplier’s responsibility in relation to the scope of its deliveries and Services.

42. All Materials assigned by HW will continue to be the property of HW (including even when an invoice is issued) and they must be stored, identified and managed separately at no extra cost to HW. The assigned Materials may not reach third parties or be used for purposes different to those indicated in the Contract. The Supplier is hereby obliged to keep the assigned Materials in good condition and separate from its own goods, and to identify them as the property of HW. In the event of any decline in value or loss, a substitute will be provided by the Supplier, provided that the decline in value or loss is not due to normal usage, wear and tear. HW may request the immediate return of HW assets if the Supplier fails to comply with its contractual obligations, regardless of the actions and rights it has by law.

43. In the event there is an issue with HW's ownership of the Materials, the Supplier will carry out all actions necessary to protect HW's ownership rights and, more specifically, in the event of bankruptcy proceedings.

44. The Supplier will provide the consumables necessary to develop the work that is the subject of the Order.

45. Any Materials that HW must provide so the Supplier may deliver the Goods and/or Services on the scheduled execution or Delivery Dates must be assigned sufficiently in advance.

DELIVERY OF GOODS AND SERVICES

46. When the Goods are delivered, the Supplier must provide a correctly completed delivery note that indicates the Order number, amount, HW reference, line or position the delivery corresponds to, the date and, if applicable, any observations and other documentation that the Order refers to.

47. The Supplier is responsible for (i) checking the references and amounts indicated in the delivery note as, if this is not checked at the time of delivery, differences in inventory may not be attributed to errors in documentation; and (ii) inspecting the Materials and immediately informing HW of any defects or non-conformities detected.

ORDER VARIATIONS

48. If HW needs to vary the requested Goods and/or Services during the Contract execution process, it must inform the Supplier, who will need to provide a written statement within a maximum of two (2) days detailing the manner in which said variation will increase or reduce dates, deadlines or milestones, billing and any other information that HW may request. All increases or decreases will be reflected in the rates and prices used in the Contract. The Supplier will not reject any reasonable variation requested by HW.

49. Order amendments, additions or variations proposed by the Supplier will only take effect if HW confirms them in writing and communicates its express instruction.

50. For the Supplier to fulfil the Order, it must have fully delivered the Goods established in the Contract, which may not be partially fulfilled unless HW agrees to this in writing. If an excess of Goods is delivered to HW, HW reserves the right to return them, with any expenses related to their return payable by the Supplier. If the quantity of Goods supplied is insufficient, HW may choose to i) demand delivery of the requested quantity, or ii) terminate the Contract and demand compensation for the damage caused.

51. Any Service provided by the Supplier must be executed in the correct, skilled manner by qualified, experienced personnel that meet the industry's highest standards.

RIGHTS OF USE

52. The Supplier grants HW, under all intellectual property rights and other applicable rights, the following non-exclusive, transferrable, global and perpetual rights:

52.1 to use the Goods and Services, and any software comprising or included in the Goods and/or Services (hereinafter, "Software"), including the related documentation, to integrate them in other products and distribute them throughout the world;

52.2 to use or allow others to use the Software and its corresponding documentation in relation to installation, launch, testing and operation of the Software;

52.3 to sublicense the right of use established in clause 52.2 to subsidiaries, other distributors and end clients;

52.4 to grant a license to affiliates and other distributors to the right to sublicense the right of use established in clause 52.2 to end clients;

52.5 to use the Software for integration in other products and copy the Software, or to allow subsidiaries and other distributors to use and copy the Software;

52.6 to distribute, sell, lease, rent, prepare for download or make available to the public, the Software, for example, in the context of providing application Services or in other contexts, and to copy the Software to the extent necessary, provided that the number of licenses used at any given time does not exceed the number of licenses purchased;

52.7 to sublicense the right of use established in clause 52.2 to subsidiaries and other distributors.

53. In addition to the rights transferred in this clause, HW, its subsidiaries and other distributors are authorised to allow end clients to transfer Software licenses.

54. All sublicenses granted by HW must contain suitable protection of the Supplier's intellectual property rights in the Software. All sublicenses must contain the contractual provisions used by HW to protect its own intellectual property rights.

55. The Supplier will inform HW when the Order is confirmed, at the latest, whether or not the Goods and/or Services to be delivered contain open-source software.

56. In the context of this provision, "open-source software" will be understood as any form of software that the respective licensor freely supplies to any user based on a license or other agreement with the right to modify and/or distribute said software. By way of examples, and without limit, the Open License Terms include the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License, and the MIT License. If the Goods and/or Services supplied by the Supplier contain open-source software, the Supplier must submit the following to HW, when the Order is confirmed at the latest:

(i) The source code of the relevant open-source software, to the extent that the applicable open-source conditions require disclosure of said source code; (ii) A list of all open-source files used, indicating the corresponding license and including a copy of said license's full text; and (iii) A written declaration that, through anticipated use of the open-source software, neither the Supplier's products nor HW's Goods will be subject to a copyleft effect.

In the context of this provision a "copyleft effect" means the provisions of the open-source license require that some of the Supplier's products, as well as any product derived from them, may only be distributed in accordance with the terms of the open-source license, for example, only if the source code is disclosed.

57. If the Supplier does not indicate that its products and services contain open-source software until after the Order is received, notwithstanding HW's right to bring as many legal actions and exercise any rights that correspond to it in accordance with the legal system, HW may terminate the Contract within thirty (30) days of receiving notification or knowledge of said information at no additional cost to it (and it will have the right to a full refund of any advance payments made).

WARRANTIES

58. During the Warranty Period the Supplier declares and guarantees:

58.1 (i) that the Goods: (a) are suitable for their assigned purpose and for any particular purpose defined by HW to the Supplier; (b) are free from defects, either visible or hidden, caused by manpower, materials or manufacture; (c) comply with specifications, plans, samples and any other established description that are applicable to them and that appear in any other information or instruction issued by HW; (d) are new and unused; (e) comply with any national and international legislation in force and applicable at the time of delivery, particularly in relation to safety and the environment, and that in its commercial relations with HW the Supplier is obliged to comply with legal and regulatory provisions in force at any time in fiscal, occupational, social security, health and safety, occupational hazard prevention, and environmental matters.

58.2 (ii) that the Service provided: (a) complies with the specifications and other descriptions agreed in the Order, and with any other information or instruction the Supplier is informed of; (b) has been provided correctly and diligently by people with the necessary training and experience; and (c) adapts to national and international regulations in force.

All declarations and warranties granted by the Supplier in its leaflets, catalogues, sales materials and quality systems are binding.

59. The Warranty Period for Goods and/or Services will be 24 months.

60. If the Goods supplied are found to be defective, HW will have the right to return the defective Goods to the Supplier, with the Supplier responsible for paying any costs involved in their return. In this case, the Supplier will issue a credit note in favour of HW with regard to the defective Goods. In each case the Parties will agree the return method and, if they cannot reach an agreement, HW may charge the Supplier for the expenses involved in returning the Goods.

61. It will be presumed that a defect has existed throughout the Warranty Period, unless proven otherwise. For the purpose of proof, HW may make use of as many means as it deems necessary.

62. HW will have the right to partially or fully withhold any payment while the Supplier has failed to address the defect or deliver replacement Goods in accordance with the Contract, or if the Parties have outlined alternative measures in writing.

63. If the defects were to occur during the Warranty Period, the Goods must be repaired or replaced by the Supplier in accordance with HW's instructions. HW will be authorised to terminate the Contract or to repair/replace the defective Goods itself or via a third party, with the Supplier responsible for paying all costs related to said repair if it does not carry out the repair or replacement within a reasonable time frame. The provisions of this clause will not exclude HW's right to claim compensation for the damage suffered or expenses incurred, as well as any other action it may pursue according to the legal system.

64. The warranty for repaired goods will be either 24 months counted from the date of repair or until the end of the Warranty Period, depending on the event that subsequently occurs. For Goods that have been replaced, the Warranty Period will start again. For this purpose, while repaired Goods cannot be used entirely as a consequence of the defect, said time period will be considered within the Warranty Period.

65. The Supplier hereby declares that it will accept any claim from HW within the Warranty Period as made within the deadline, without HW having to comply with a specific time frame in relation to claims. This will apply in relation to any defect discovered during inspection when the Goods are received or accepted, as well as in relation to any hidden defect. However, HW will make every effort to notify the Supplier of any defect as soon as possible after it is detected.

LIABILITY FOR THE PRODUCT

66. HW will immediately inform the Supplier of any legal action taken or any claim brought against it in matters of liability for defective products in relation to the Goods and/or Services. The Supplier will be liable for any damage, loss, responsibilities, fines, penalties, costs and expenses (including legal fees) that HW may incur and which originate and are the result of any real or potential legal action.

67. Likewise, if HW must adopt measures to prevent any risk, the Supplier will be liable for any costs HW incurs to prevent said risk.

INSURANCE

68. Notwithstanding its responsibilities according to the Order, and without limitation in this regard, the Supplier must take out the corresponding insurance policies with renowned, financially sound companies, and keep these in force at all times during the term of the Order (including the Warranty Period), for a sufficient amount to cover the risks associated with the Order's execution. Unless stated otherwise in an agreement reached between the Parties, the minimum cover amount of said insurance policy will be €2,500,000 per incident and €5,000,000 in total (or its equivalent in the local currency of the entity placing the Order). The Supplier must present an insurance policy certificate and a receipt for payment of the corresponding premium to HW when requested.

CONFIDENTIALITY

69. The Contract and any other information provided by HW is confidential. The Supplier must keep the mere existence of the Contract, in addition to all information (whatever its nature) that is revealed, strictly confidential.

70. Any information that may be disclosed verbally, in writing, or via any other means or medium, whether tangible or intangible - whether presently known or invented in the future - and that is exchanged as a consequence of the Contract will be considered "confidential information".

71. With the exception of what is necessary to execute the Contract, the Supplier will keep all information confidential and secure, and it will not use said information nor make it available to third parties. None of this will apply to the extent that the information is public knowledge or legally obtained by the Supplier from another source without a duty of confidentiality. Use of said information is only permitted for execution of the Contract. The Supplier will apply all reasonable safeguarding measures (in accordance with the highest standards) to protect confidential information.

72. If it is not strictly necessary for correct development of the Contract, the Supplier will not transfer confidential information to its employees. The Supplier will ensure that said employees comply with the aforementioned obligations and it will be liable for any unauthorised disclosure, if necessary.

73. Upon termination of the Contract, the Supplier must return the confidential information it has to HW and it will remove it from its systems. The Supplier must provide a written certificate stating it has complied with this obligation.

74. Confidentiality obligations will not apply to (i) the copies of confidential information exchanged electronically that are made as a routine backup copy of information technology; and (ii) the confidential information or copies of the same that must be stored by the recipient Party or its subsidiaries in accordance with provisions of mandatory legislation or with the internal compliance guidelines of the recipient Party and its subsidiaries, provided that said confidential information or copies of the same are subject to an indefinite confidentiality obligation pursuant to the terms and conditions established in this document until they are returned or destroyed, as applicable.

75. Confidentiality obligations will continue to be applicable and will remain in force for five (5) years following termination or expiry of the Contract.

76. When requested, the Supplier will provide HW with technical information on the Goods and equipment. In the event that the information requested contains industrial secrets or know-how that is vital to the Supplier, the abovementioned will be negotiated individually on a case by case basis.

INTELLECTUAL PROPERTY RIGHTS AND LIABILITY FOR INFRINGEMENTS

77. The Supplier declares and guarantees that all projects, drawings, calculations, specifications, reports, information, studies, data, research projects, technology, apparatus or equipment, parts, materials and any other materials, products or procedures that it or its subcontractors provide to HW or which they themselves use to execute the Order or Contract are owned by them or, otherwise, they are in possession of the necessary licenses or authorisations from their owners and that they do not infringe on any patent, copyright, trademark, know-how or any other intellectual and industrial property rights in Spain or in another country.

78. At all times, it will uphold the confidential nature of the following, which will be the exclusive property of HW: all technologies, processes, methods, formulae, designs, specifications, patents, trademarks, service marks, copyrights, design rights, inventions, industrial secrets, practical knowledge, information related to intellectual and industrial property, and any other confidential information (including, but not limited to, any improvement or alteration, and any resulting work) (hereinafter, “Intellectual and Industrial Property”), whether they are delivered by HW to the Supplier to allow it to execute the Order, or if they are developed by the Supplier pursuant to the Order.

79. As part of the Service indicated in the Contract, the Supplier will expressly transfer to HW all rights of use related to the work created by virtue of the Contract. Any transferrable intellectual property right in the future will correspond to HW when it is created.

80. The Supplier guarantees that it will not use Intellectual and Industrial Property, nor any other confidential information received and/or developed pursuant to execution of the Contract, for any purpose different to strict fulfilment of the Contract. The Supplier also guarantees that it will not use Intellectual and Industrial Property to supply goods and/or services to third parties without first being granted the written consent of HW and that, if it does use Intellectual and Industrial Property in this manner, said supply will be considered behaviour objectively contrary to the demands of good commercial practice, an undue use of the external effort, and a flagrant violation of industrial and business secrets, all of this notwithstanding any other actions HW may be entitled to take in accordance with the law.

81. In the event third-party rights are infringed upon, the Supplier will obtain the licenses or approvals necessary, at its own expense, such that HW may legally use the infringing equipment, material or process, or it will replace or modify said infringing equipment, material or process so it no longer constitutes an infringement. The Supplier will compensate and hold HW harmless from all liability related to the damage, expenses, losses or other financial obligations or claims brought forward by any person that arise directly or indirectly from the supposed infringement by the Supplier of patents, trademarks, copyrights or other intellectual property rights pertaining to third parties in relation to manufacture and supply of the Goods.

ASSIGNMENT AND/OR SUBCONTRACTING

82. The Supplier may not subcontract, assign or transfer, either fully or partially, the Contract, nor any of the rights or obligations resulting from the same, without first receiving HW’s approval in writing.

83. The Supplier is fully liable for the work that, subject to HW’s authorisation, it has subcontracted out to third parties and it will be liable in any case to HW for any circumstance resulting from development of the subcontracted services, or any breach of subcontracting regulations in force.

84. HW is expressly authorised by the Supplier to assign all or part of its rights and obligations derived from the Contract to any company in its group.

85. Any existing credits, compensation or counterclaims in relation to HW may not be assigned.

FORCE MAJEURE

86. Neither of the Parties will be liable to the other for possible delays or breaches of obligations as a result of an event caused by force majeure or an act of god. For greater clarity, an event of this nature is an incident that could not have been anticipated by the affected Party, that is inevitable and outside the affected Party’s reasonable control, and that impedes the affected Party from fulfilling its obligations, despite it doing everything reasonably possible. Such events will include acts of terrorism, war or threat of war, natural phenomena, fires, explosions, epidemics and governmental actions. Strikes (including general strikes) will not be considered events of force majeure or acts of god.

87. The affected Party must notify the other Party within 24 (twenty-four) hours of gaining knowledge of the event and it will do everything reasonably possible to resolve or minimise the impact of said event. The costs and expenses a Party may incur due to an event of force majeure will be payable by that Party.

88. In the framework of this Contract and as an obligation it involves, the Parties will try to mitigate the impact of an event of force majeure as much as possible. The exemption from liability it involves for the Party will be generally limited to an extension of the execution deadline to the extent it is owed to an event of force majeure.

89. HW will be authorised to terminate this Contract and the Orders issued on the basis of force majeure if the incident were to last more than 15 (fifteen) days in total.

NULLITY

90. If any of these provisions were to be considered null or not applicable, either fully or partially, by a competent authority, the provision in question will be interpreted to the extent necessary to remove its nullity or inapplicability. The validity of all other provisions will not be affected.

CODE OF ETHICS

91. The Supplier is hereby informed and it agrees to abide by the Code of Ethics for suppliers in all of its terms (section 91 of HW in these General Purchase Conditions). The Supplier is obliged to comply with the laws of the applicable legal system/s. HW's Code of Ethics details the basic requirements that HW's suppliers and intermediary third parties must fulfil in their legal relationship with HW with regard to its interest groups and the environment. The Supplier also accepts that said Code of Ethics may be amended due to changes in HW's Compliance Programme.

92. The Supplier and/or intermediary third party will:

HUMAN RIGHTS:

- a) Avoid discriminating against people due to their birth, race, sex, religion, opinion or any other personal or social condition or circumstance, as well as guarantee the human rights established in international agreements and prevent complicity in the abuse of human rights.
- b) Reject any kind of unacceptable treatment of people, such as mental bullying, sexual abuse or discrimination, include gestures, language and physical contact that is sexual, coercive, threatening, abusive or exploitative in nature.
- c) Promote equal opportunities among its employees, without this impacting its treatment of race, nationality, political opinion, disabilities, sexual orientation, marital status, religious beliefs, sex, age or any other personal or social condition or circumstance.
- d) Promote the local economy and social development, while respecting the dignity, aspirations and culture of the local communities where it develops its operations.

FAIR OPERATING PRACTICES:

- a) Comply with HW's policies, standards and procedures related to preventing corruption, bribery and extortion, as well as the strictest standards in matters of ethical and moral conduct and international conventions, respecting any applicable legislation in this area, and ensuring suitable procedures that must be followed are established for this purpose.
- b) Refrain from promising, offering or paying, either directly or indirectly, any bribe to facilitate transactions or other undue payments to any third party or professional at HW in relation to its contracts with them. Refrain from corruptly promising, offering or paying, either directly or indirectly, money and other goods of value with a view to: (i) influencing an act or decision by a third party or a professional at HW; (ii) obtaining an unfair advantage for HW; or (iii) prompting a third party or a professional at HW to influence an act or decision by a civil servant.
- c) Reject any type of item of value offered by government workers or any counterpart in the private sector, the aim of which is to obtain an unfair advantage, and refrain from offering these to the same agents, either directly or indirectly.
- d) Comply with HW's policies, standards and procedures, as well as the strictest standards in matters of ethical and moral conduct and international agreements, respecting any applicable legislation, and refrain from participating in price fixing, market or client allocation, market sharing or bid rigging with competitors, and it must make all certifying documentation in this regard available to HW. HW's documentation related to these matters remains available to any Supplier who requests it, as outlined in the standard ISO 9001 in point 8.4.3 f).

- e) Develop the supplier selection process by upholding its policy to refrain from discrimination and to treat every candidate equally.

CONFLICTS OF INTEREST:

Maintain mechanisms that guarantee the independence of the Supplier's actions and its full respect for applicable legislation are unaffected in the event of a potential conflict between the Supplier's interests and the personal interests of any of its employees.

WORK PRACTICES:

- a) Encourage with its actions and implement any measures necessary in its organisation to eliminate all forms or types of forced or mandatory labour, which is understood as any work or service demanded of an individual with the threat of a negative consequence if they refuse to do so.
- b) Expressly reject the employment of child labour in its organisation, respecting minimum hiring ages in accordance with applicable legislation (Convention 138 of the ILO), and have in place suitable, reliable mechanisms to check its employees' ages.
- c) Oversee the protection of its workers, avoiding their overexposure to chemical, biological, physical and task hazards that require physical overexertion in the workplace, as well as proceed to execute operations according to applicable national and international legislation on occupational health and safety, and to provide safe working conditions.
- d) Identify and assess potential emergency situations in the workplace and minimise their possible impact by implementing emergency response plans and procedures.
- e) Provide its staff members with the training and resources necessary to develop their job in accordance with the details of their contracts, and be liable for any damage that may be attributed to it due to action or omission, especially as a consequence of not having implemented suitable preventive measures to avoid said damage.

BASIC WORKERS' RIGHTS:

- a) Reject all discriminatory practices in matters of employment and occupation, treating its employees fairly, with dignity and respect.
- b) Assess the implementation of conciliatory measures that favour respect for its employees' personal and family lives, and that facilitate a better balance between these and the occupational responsibilities of men and women, all while abiding by applicable laws and local practices.
- c) Pay its workers in accordance with applicable salary laws, including minimum wages, overtime and social benefits.
- d) Respect freedom of association and the right to collective bargaining, submitting to applicable regulations in each case.

ENVIRONMENTAL PROTECTION:

- a) Have in place an efficient environmental policy that complies with all the obligations that correspond to it through applicable legislation.
- b) Adopt a procedure and reasonable measures with a view to ensuring HW's products do not incorporate raw materials that directly or indirectly finance armed groups that violate human rights.

93. To guarantee compliance with the Code of Ethics, HW reserves the right to request any information and/or carry out any inspection it deems necessary.

94. If the Supplier fails to comply with any of the obligations outlined in the Code of Ethics, HW may terminate the Contract and/or any Order placed, notwithstanding any other rights and legal actions HW may exercise or take accordance with the legal system. If it may be rectified, the Contract may not be terminated without the Supplier first having been granted a grace period of five (5) days to remedy the incident of non-compliance.

95. As the key aim of the Code of Ethics is to guarantee security in the supply chain in accordance with the requirements of the respective internationally renowned initiatives, based on the framework of the SAFE standards of the WCO (World Customs Organization), the Supplier must implement as many measures as necessary and educate in respect for: safety at the facilities, packaging and transport, commercial partners, staff and information, with a view to guarantee security in the supply chain. Similarly, the Supplier will protect against undue access to and handling of the Goods and/or Services supplied to HW or to third parties assigned by HW.

ENVIRONMENTAL PROTECTION AND OBLIGATIONS

96. If the Supplier supplies products that contain substances included on “HW’s List of Declarable Substances” that is in force when the Order is placed, or substances that are subject to restrictions imposed by the law and/or information requirements (for example, REACH, RoHS), the Supplier will declare said substances and provide the information requested in the “substances declaration form” or in a reasonable format provided by HW, on the date of the first delivery of the Goods at the latest. With regard to the restrictions on substances imposed by law, the aforementioned will only apply with regard to the laws that are applicable at the registered head office of the Supplier or HW, or at the delivery location requested by HW.

97. The data, instructions and warnings that must be adopted with the aim of complying with applicable legislation in matters of health, safety and the environment in relation to the Goods and/or Services must be provided in writing by the Supplier to HW.

98. All notifications that are required or permitted pursuant to the provisions of these GPC or law that must be communicated or submitted to third parties should be issued in writing and in English. They will be considered duly communicated or delivered i) on the date of notification if they are sent using electronic means, or ii) on the seventh day after the notification is sent using a messaging service to HW’s address.

CONTROL OF EXPORTS AND FOREIGN TRADE DATA REGULATIONS

99. The Supplier must comply with the “Foreign Trade Regulations” in matters of export control, customs and foreign trade. The Supplier will inform HW in writing within seven (7) days of receiving the Order - and without undue delay if any change is made to the order - of all information and data required by HW to comply with all Foreign Trade Regulations in the case of exports and imports, as well as in the event of re-exports, including, without exception:

(i) All applicable export list numbers, including the Export Control Classification Number (ECCN) valid locally in the exporting country, as well as the ECCN in accordance with the US Commerce Control List; (ii) the eight-digit statistical code for goods according to the actual classification of goods for external trade statistics; and (iii) the country of origin (non-preferential origin); and - at the request of HW - the long-term declaration of the Supplier’s preferential origin (in the case of European suppliers), or preferential certificates or invoice declarations (in the case of non-European suppliers).

RESERVATION CLAUSE

100. HW will comply with the Contract provided that no obstacles derived from national or international rules in foreign trade law or embargoes (and/or other sanctions) exist and prevent it from doing so.

ADDITIONAL PROVISION

101. The corresponding legal provisions will be applied additionally when any aspect has not been considered herein.

THE SUPPLIER'S HEALTH AND SAFETY OBLIGATIONS

102. Before commencing its activity, the Supplier will contact the Safety Manager at HW to receive the appropriate information and instructions in relation to the existing risks at the work centre, with the corresponding protective and preventive measures, in addition to information on the emergency measures to be applied. The Supplier must inform its employees of this information and instructions.

103. **REQUIRED STANDARDS:** The Supplier is responsible for complying with occupational hazard prevention regulations required at any time owing to:

- Legislation in force.
- HW:
 - Safety Manual;
 - Work Safety Plan, and
 - Other internal standards at HW.
- The client: When carrying out work, the Supplier accepts all obligations derived from orders given by the client to HW.
- Specific regulations that, given its type of work, the Supplier must implement among its staff, bearing in mind that it needs to adapt its actions to required standards.

The Supplier will demand strict compliance with the most stringent safety standards to guarantee that any action or omission does not endanger the health of its own or other workers, and it will also go to every effort to protect the environment.

OCCUPATIONAL HAZARD PREVENTION PLAN

104 The Supplier will submit to HW an occupational hazard assessment for its work and, if it develops tasks that are not covered by this assessment, it will develop - and submit for review - a work procedure that includes the risks and safety measures to be implemented.

INCORPORATION OF PERSONNEL

105 The Supplier must ensure that its employees are suitably trained and experienced to develop their work safely. HW reserves the right to reject any employees of the Supplier who, in its opinion, do not meet sufficient suitability conditions or fail to comply with the required standards.

The Supplier will provide HW with the medical examination certificate of employees who commence work on the task, as well as their prevention training certificate.

The Supplier will strictly comply with its duty to train and inform any person who joins HW.

In this regard, each employee must receive the mentioned information regarding the hazards they will be exposed to, and sign the acknowledgement of receipt, before joining their work post.

Any courses or discussions HW may organise will be mandatory for the staff members of the Supplier that HW chooses, at no cost to HW.

COLLECTIVE PROTECTION

106 The Supplier is responsible for supplying, installing, maintaining, replacing and finally removing as many collective protection elements as necessary.

Collective protection elements will be the most suitable in each case, taking into consideration that it must prevent risks to the Supplier's workers, all other workers, people external to the work, and safeguard the Supplier's and external goods.

107 The Supplier must cooperate on any audits or safety inspections that HW wishes to develop, with the Supplier facilitating the information requested of it in addition to access to its workplaces and offices.

HW will be informed of any OCCUPATIONAL ACCIDENTS that take place within 24 hours of them happening, and a report of the accident must be submitted.

108 The Supplier will inform HW of any visits, requests, sanctions, etc. made by the work inspection or competent body in relation to the Supplier's prevention elements.

CLEANLINESS AND ORDER

109 With regard to cleanliness and order:

- a) The Supplier and its staff must keep the workplace clean and orderly at all times.
- b) Once the Supplier has finished its work for the day, it will immediately proceed to remove excess materials and resources used in its tasks, leaving the area it occupied completely clean and unobstructed.
- c) Additionally, if the Supplier uses chemical or toxic products, such as paints, solvents, fire protection materials, etc., the Supplier will be responsible for removing the waste they produce, including packaging, and it must use controlled dumpsites.

110 The amount of expenses dedicated to occupational health and prevention will be included in the prices of any subcontracted work.

LIABILITY, BREACHES AND SANCTIONS

111 With regard to liability, breaches and sanctions:

- a) The Supplier, as the employer of all staff members used to execute this Contract, will be liable to the authorities, bodies and courts in relation to correct application of the required regulations.

Consequently, the Supplier is directly liable for the damage resulting from any accident it or its staff experience or cause, whether to HW or third parties, when developing work as a result of a breach of the required regulations.

- b) When the Supplier is the cause, the sanctions imposed on HW - including those imposed by the client - will be payable by the Supplier, either fully or partially, where applicable.

112 Quantification of sanctions.

- a) Breaches will be classified as minor, serious or very serious in accordance with the legal provisions in force.
- b) Sanctions may be imposed to different degrees - minimum, medium and maximum - in consideration of the criteria established in legislation in force and established by HW.
- c) The value of sanctions will be applied in accordance with legal provisions.

TERMINATION OF THE CONTRACT

113. The Contract or Order will be immediately terminated by HW, via written notification sent to the Supplier, in the following scenarios: ⑦

- a) Breach by the Supplier. If the breach can be remedied, the Supplier must proceed to do so as soon as is reasonably possible and, in any case, within seven (7) days following the date on which it has received a written request to proceed to remedy the breach.
- b) Inability of the Supplier to pay its debts as they mature, terminate or threaten to terminate its commercial activities.
- c) Limitation of the Supplier's legal capacity to manage or make available its goods owing to any circumstance and which may affect fulfilment of its obligations established in the Contract.
- d) Variation in the Supplier's financial situation, which may lead to HW making the reasonable assumption that it will not be able to fulfil its contractual obligations.
- e) Change in control of the Supplier, which may negatively affect HW's position, rights or interests, in its reasonable opinion.
- f) Unilateral termination via written notification sent by HW to the Supplier.

114. If termination occurs due to the scenarios outlined in sections d), e) or f), HW will refund the price of all Goods that the Supplier has finished, in addition to a reasonable, justified amount related to the work in progress that has been effectively developed up to the date of termination. If termination were to be caused for any other reason, all Goods that are finished and work in progress must be submitted to HW.

APPLICABLE LEGISLATION

115. The Contract and any supply of Goods and Services subject to the same will be governed by Spanish law, with the Parties expressly waiving the principles of conflict of laws and excluding application of the United Nations Convention on Contracts for the International Sale of Goods.

116. If any disputes or claims arise as a result of or in relation to the Contract, including any disputes regarding its validity, the representatives of each Party involved in the dispute will try to resolve them in good faith and equitable conditions. Any disputes that cannot be resolved in accordance with the foregoing will be submitted to the courts of Bilbao.