



CELSA GROUP GENERAL TERMS AND CONDITIONS OF PURCHASE

1. SCOPE OF APPLICATION

1.1 Subject to these General Terms and Conditions of Purchase (hereinafter, the "GTC"), as well as to the applicable Purchase and/or Service Order (the "Order", and together with the GTC, the "Agreement"), the Supplier will, as applicable, provide the services (the "Services") and/or sell and deliver the products and/or materials (the "Supplies") and/or sell all types of products, components, software and all associated and/or related services (hereinafter, together with the Services and Supplies, the "Products") in accordance with CELSA's instructions, as defined below, and will provide the necessary materials and technical personnel to do so, for which it will be liable vis-à-vis CELSA.

The GTC will apply to all quotations or offers made by the Supplier, and form an integral part of any Order placed by CELSA with the Supplier.

For the purposes of these GTC and each Order, the Buyer will be [CELSA ENTITY] or any of the companies forming part of that Group in accordance with the provisions of Article 42 of the Commercial Code (hereinafter, interchangeably, the "Buyer" or "CELSA"). Any terms and conditions differing from those set out in these GTC, the provisions of the Order, or any other documents incorporated therein by reference will not be binding on the Buyer unless expressly accepted in writing. The terms and conditions contained in order confirmations, previous quotations, or any other documents issued by the Supplier will not be binding on the Buyer, even if not expressly rejected.

Unless there is a contract in place between the parties specifying a defined term of validity, in which case that term will apply to the Agreement, the latter will come into effect on the date shown in the first Order. It will remain in effect for at least the period necessary for the provision of the Services and/or the delivery of the Supplies and/or Products and will be automatically renewed for successive one (1) year periods, unless either Party gives written notice to the other of its intention not to renew, with a minimum of fifteen (15) days' notice prior to the expiry of the initial term or any of its renewals.

1.2 If any term of these GTC cannot be applied for any reason, the remaining terms and conditions will remain valid and in full effect.

1.3 In the event of any discrepancy or ambiguity between the terms of an Order and these GTC, the provisions set out in the Order will prevail.

1.4 The Agreement supersedes and replaces any prior oral or written agreements between the parties concerning the same subject matter. The application of the Supplier's own terms and conditions is expressly excluded.

1.5 The Buyer will not assume any obligation or provide any guarantee in relation to the purchase of a minimum volume of products or the placement of recurring orders with the Supplier. The placing of any order will be entirely at the Buyer's discretion, and the Buyer will not be bound by any commitment to purchase specific quantities or to establish an ongoing or periodic commercial relationship. The Supplier

acknowledges and accepts that any volume estimates or purchasing forecasts provided by the Buyer are for guidance purposes only and do not constitute a contractual obligation.

1.6 The Supplier undertakes to deliver the Products and/or perform the Services within the timeframe, at the location, and under the conditions set out in the Order and/or Agreement. The delivery deadlines established in the Order are essential and binding, constituting a fundamental condition of the Agreement. The Supplier must strictly adhere to the agreed delivery dates, providing the correct quantity of Products and/or performing the Services to the required standard. If the Supplier foresees that it will not be able to meet the agreed delivery deadlines, it must notify the Buyer immediately and in writing, stating the reasons for the delay and specifying the new expected date for fulfilling its obligations. Failure by the Supplier to meet the delivery deadlines will entitle the Buyer, without prejudice to any other rights under this Agreement or applicable law, and at its sole discretion, to: (i) terminate the Agreement automatically; (ii) reject any Products and/or Services delivered late; (iii) require the performance of the Agreement; (iv) apply any penalties set out in the Agreement; and/or (v) claim compensation for damages incurred by the Buyer as a result of the breach. The Buyer's acceptance of a late delivery will not, under any circumstances, be construed as a waiver of its rights or as acceptance of future deliveries outside the agreed timeframe.

2. PRICES, CONDITIONS AND INVOICING

2.1 The Supplier's quotations and estimates will be those specified in the Order or, in the absence of such, those stated by the Supplier in its quotation, which will remain valid for a minimum period of 60 days from the date of receipt by the Buyer.

2.2 The prices specified are unit-based, fixed and non-revisable. They will include all services, both direct and indirect costs, profit margin, supply of materials, transport to and from the delivery location and returns, all necessary insurance, duties and expenses, as well as all taxes, charges, exemptions and customs duties required for the timely and satisfactory execution of the Agreement by the Supplier. This will cover: (i) delivery of the Products to the final destination indicated by the Buyer, *in accordance with the agreed INCOTERMS 2010*; (ii) all packaging, protection, fastening and securing materials, along with all documentation, accessories, devices and/or tools required for the complete and functional use and maintenance of the Product; (iii) all intellectual property payments, including third-party rights; and (iv) financing costs related to the payment terms of the Order.

2.3 Following each delivery of Products under an Order, the Supplier will submit its invoices through the [*] system no later than the ninth calendar day from the invoice issue date. Invoices must be issued in accordance with applicable legislation and must reflect all the conditions stated in the purchase order. Each invoice must include the Buyer's Order number and date, the Supplier's product references, a breakdown of the quantities invoiced, unit prices, payment terms, any special conditions, as well as any contractual milestones subject to partial invoicing, and specifying any advance payments or outstanding balances in favour of CELSA. Each invoice must correspond to a single Order. Any invoice that does not clearly reference the relevant Order number will not be accepted.

2.4 Invoices that are correctly issued and received will be paid in accordance with the payment terms specified in the relevant purchase order, starting from the date of acceptance of the Delivery by the Buyer. However, the Buyer will have the right to withhold payment and to offset any amounts owed if the Supplier fails to meet any requirement set out in the applicable legislation and/or does not fulfil the conditions of the



Order, including compensation for any damages incurred, *until the agreed conditions are met or the damage caused to the Buyer is rectified*. In such cases, the Supplier will not be entitled to claim any interest, penalties, or compensation of any kind.

2.5 The Supplier guarantees and undertakes to deliver products of satisfactory quality. The absence of an explicit rejection of an invoice will not be considered as acceptance of it. Payment of an invoice will not constitute acceptance of the Products ordered or delivered. For the Buyer's acceptance of the Products to be valid, it must be express and explicit. Such acceptance will only signify the Buyer's acknowledgment that the delivery has been made, and will not preclude the Buyer from making claims if the materials or products are defective or there are hidden defects.

3. SAFETY AND REGULATORY COMPLIANCE

The Supplier guarantees that the Products and Services will always comply with the applicable regulations in force at the time. The Supplier guarantees that the Products and Services will not pose a risk to health, safety, or the environment, provided they are handled, used, and stored in accordance with standard industry practices. The Supplier undertakes to comply with all applicable requirements of the REACH Regulation 1907/2006 or any other regulation that may replace it. The Supplier must provide a safety data sheet in accordance with Regulation (EU) No. 830/2015 (or any regulation that replaces it) and/or technical data sheets, along with the appropriate instructions for use and exposure scenarios.

The Supplier guarantees that it, along with its contractors, employees, and agents, will comply with the applicable regulations and policies, both general and internal to the Buyer, to ensure the orderly and efficient execution of operations at the Buyer's facilities, including the rules governing deliveries by truck. The Supplier guarantees that it, along with its contractors, employees, and agents, will comply with all relevant laws, regulations, and the Buyer's internal policies when providing the Services, ensuring the orderly and efficient execution of operations at the Buyer's premises, including adherence to safety, health, environmental, and quality standards.

The Supplier guarantees that the Services will be provided by qualified and competent personnel, in a professional, diligent, and efficient manner, in accordance with the best industry practices and in compliance with all applicable laws, regulations, and standards, including those related to health, safety, environment, and quality. The Supplier will be liable for obtaining all necessary permits, licences, and authorisations required for the provision of the Services and will provide the Buyer with all documentation that demonstrates compliance with these obligations.

4. SUPPLY – CHANGES – PACKAGING – TRANSPORT

4.1 Unless expressly agreed otherwise and duly reflected in the order, all Products will be sold according to the Incoterm DDP (in accordance with the latest edition of the ICC) and will be unloaded at the final location specified by the Buyer (the "Delivery"). If no specific delivery location is specified, the Delivery can only be made at the unloading area or at the location where the Buyer typically receives goods.

The Supplier acknowledges and agrees that compliance with the delivery deadlines set out in the Order is a fundamental condition of the Agreement. Therefore, in case of non-compliance, the Buyer will be entitled



to suspend payments and/or, where applicable, automatically terminate the Agreement and claim any damages incurred.

4.2 Prior to Delivery: - The Supplier will ensure that the Products meet the quality specifications, weight, physical dimensions, and quantity stated in the Order. The Supplier will also ensure that there are no damages to the Products or their packaging. The Products will be packaged in a way that prevents damage during transportation or handling. All Products must be correctly labelled/ identified according to: (i) applicable regulations, especially in the case of hazardous Products, if any; (ii) the Buyer's instructions. At a minimum, the label should include the Buyer's Order number, the Supplier's identification, the item number, delivery location, item description, weight, quantity, and any necessary instructions for proper assembly. Slings and handling points will be provided with the Products. If the Buyer requests it, the Supplier will be required to remove all packaging material after Delivery. If the Supplier requires the use of lifting equipment or the Buyer's personnel at the delivery site for the Delivery, the Buyer must be notified *at least 24 hours in advance. In the case of the Supplier using equipment with its own personnel, the Supplier must provide documentation that qualifies its personnel to use the equipment under optimal safety conditions. This documentation will be validated by the Buyer. In all cases,* the use of such equipment will be the Supplier's responsibility. The materials and methods of packaging will be selected by the Supplier to minimise the cost of use while ensuring the following objectives: protection, safekeeping, recyclability, energy saving and disposal.

4.3 Transport: The Supplier will take all necessary measures to ensure the correct transport of the Products by all necessary means, using all appropriate equipment and accessories, with the assistance of competent and solvent agents or subcontractors, as necessary, *after prior notification and agreement with the Buyer.* The Supplier will arrange transportation of the Products to the Delivery location in a manner that prevents any damage to them and facilitates unloading at the location designated by the Buyer. The delivery deadlines specified in the Order *are mandatory for the Supplier,* as they are considered essential. The Buyer may (i) cancel the Order if it is not properly executed within the established timeframe and claim any damages of any kind incurred as a result, or (ii) accept the delivery and retain and/or offset against the invoice the corresponding amounts as compensation, as specified below, without the need for prior request from the Buyer. The Buyer reserves the right to reject partial or early deliveries, and in such cases, may return the Products or, at its discretion, store them at the Supplier's cost and risk. The Supplier must immediately notify the Buyer in writing of any potential delay and simultaneously provide all information regarding the causes and/or extent of the delay, as well as details of the measures taken by the Supplier to prevent or expedite the delivery. In the event of a delay in delivery, the Buyer will be entitled, without prejudice to any other remedy provided by law or these GTC, to compensation for damages by postponing the payment deadline for a minimum of 20 days. The Buyer will have the right to apply penalties/financial charges, which may amount to up to 1% of the order value for each full week of delay (with a maximum of 10%), or 0.5% of the order value per day of delay (with no limit). The Buyer must communicate its decision to offset the damages before the payment date of the first invoice following the delay. These measures, including postponement, will be exercised without prejudice to the Buyer's right to claim any possible damages related to any aspect of the contract execution by the Supplier.

4.4 The Buyer will have the right to make modifications to the quantity, quality, and form of the Orders, as well as make changes to other conditions of the Order at any time during its execution. The Supplier must confirm the modification in writing to the Buyer within five (5) calendar days. If the Supplier fails to provide

confirmation within the specified timeframe, it will be deemed to have fully accepted the requested modifications, and no compensation will be due for this reason.

4.5. Any request by the Supplier to make changes or modifications to the Order must be submitted in writing. If accepted, the modifications will be made through written authorisation from the Buyer's Purchasing Department, which will be the only valid basis for approving payments for the relevant Supplies. Otherwise, the Buyer will not be liable for payment for any part of the Order executed by the Supplier in a manner different from what is stated in the original Order.

4.6 Modifications to the Order will in no way alter the Supplier's guarantees and responsibilities, which will extend to the modifications made.

5. ACCEPTANCE – INSPECTION

5.1 The Buyer is not obliged to carry out checks or inspections on the Products upon delivery before the Delivery. Notwithstanding this, and the other provisions of Article 5, the Buyer reserves the right to check and verify the progress and proper execution of the Order and to conduct any quality inspections and tests it deems necessary. The Supplier will provide the Buyer and its representatives with free access to its facilities at all times. The fact that the Buyer does not carry out inspections or quality checks on the received products will in no way exempt the Supplier from fulfilling its obligations under the sales contract, nor will it limit these obligations in any way.

The Buyer will have a period of thirty (30) calendar days from the day following the Delivery of the Supplies to carry out the necessary checks and verifications regarding the quality, quantity, and specifications of the purchased products or services. If any defects or discrepancies are observed, the Buyer must notify the Supplier in writing, and the Supplier must respond in accordance with the provisions of this Agreement.

5.2 All requirements specified in the Buyer's quality systems must be considered essential and conditions of the Order itself. The Supplier must have an established and implemented quality system in accordance with ISO 9001 (*latest version*) and TS 16949 (*latest version*) or their equivalent (depending on the nature of the Products). The Buyer or its representative will have the right to conduct quality audits and verifications of the Supplier's quality system or that of its subcontractors.

5.3 If the Buyer refuses to accept the Products after delivery due to non-compliance with the agreed specifications, the Supplier must remove the non-conforming units from CELSA's premises. The removal will be exclusively at the Supplier's cost and must be carried out within seven (7) calendar days from the date the Supplier receives written notice from the Buyer indicating the refusal to accept the Supply. If the Supplier fails to remove the non-conforming units from the delivery premises within the specified period, the Buyer will be entitled to remove, store, or dispose of the Supplies as it deems appropriate, with the Supplier bearing all costs arising from any of these options, whether incurred directly or through third-party suppliers.

The above will also apply when the Supplies must be withdrawn at the request of any public authority, including precautionary withdrawals, for which the Supplier will be fully liable, including any costs associated with the removal.

6. TECHNICAL DOCUMENTATION - USER AND MAINTENANCE MANUALS

The Supplier must deliver to the Buyer, within the agreed timeframes and no later than at the time of delivery of the Products, all technical documentation related to the Products, such as user and maintenance manuals, training manuals, drawings, technical data sheets, product safety data sheets, inspection certificates, certificates of conformity, as well as any other supporting documentation. Unless otherwise specified in the Order, the delivery of software or products that include software must include, for maintenance and/or adaptability reasons, all associated source code and object code. Such technical documentation, or any special tools related to the Orders, will become the property of the Buyer and will be considered an integral part of the Products in accordance with these GTC.

7. WARRANTY - LIABILITY

7.1. For each Order, the Supplier represents and warrants that the Products comply with all agreed specifications and requirements, are free from any defects, including design, material, and workmanship defects, in the markets where CELSA operates, are original, do not infringe or violate any patents, trademarks, trade names, trade dress, trade secrets, or any other third-party rights, meet the performance requirements expected by the Buyer, and comply with all applicable standards, regulatory requirements, and laws, particularly those concerning the environment, safety, and labour legislation. All representations or warranties made in the Supplier's catalogues, brochures, sales materials, and quality systems will be binding on the Supplier. The Supplier acknowledges that it has studied and is aware of the intended purpose for which the Buyer will use the Product and guarantees that the Product is suitable for fulfilling this purpose.

The Supplier declares that it has the technical and financial capacity to perform the Agreement and that it has reviewed all plans, specifications, and technical documentation provided by the Buyer, being fully aware of the conditions under which the work must be executed. Consequently, the Supplier will not be entitled to request an extension of deadlines, additional payments, claims for extra costs, or any other consequences resulting from errors or omissions during pricing or misinterpretations of any document.

7.2 The Supplier guarantees the proper functioning of the Products for a minimum period of 2 years from the date of commissioning, or longer if required by applicable law or as agreed between the Parties in any form. Any claims made within the warranty period will suspend this period until the Supplier has rectified the defect, thereby extending the warranty period accordingly.

7.3 If any Product fails to meet the conditions specified in the warranty, the Buyer will have the option, at its sole discretion and by means of written notice sent to the Supplier: (a) to cancel the Order in accordance with the provisions of Article 10 (Termination); (b) to accept the Product with an equitable reduction in price; or (c) to reject the non-conforming Product and require the delivery of a replacement Product or the necessary repair, at the Supplier's expense. Products rejected for any reason will be returned to the Supplier, at the Supplier's expense and risk, or will be kept at the Supplier's expense and risk in the Buyer's warehouses. After a period of 15 days from the notification of rejection, the Supplier will be obligated to pay for the storage costs of the Products.

7.4 If the Supplier fails to deliver the appropriate replacements or fails to repair the Products promptly or urgently, as the circumstances may require, the Buyer will have the right to replace or repair the Products through an alternative supplier and charge the Supplier for the corresponding costs.

7.5 The repaired or replaced Products will be subject to the provisions of this article, and the warranty period stipulated here will restart from the corresponding delivery or repair.

7.6 The Supplier will be responsible for any losses, damages, and/or liabilities, whether direct, indirect, unforeseen, special, or consequential, including loss of profits, incurred by the Buyer as a result of delivery delays, potential defects in the Products, or any other deficiencies in the performance of the contract by the Supplier.

7.7 The rights and remedies of the Buyer provided in the GTC will additionally apply to any other rights and remedies provided by law in favour of the Buyer.

7.8 The inspection, approval, or acceptance of the Products will not, under any circumstances, exempt the Supplier from its liability for defects in the Products or any other failure to meet the requirements of the Order and/or these GTC.

7.9 The Supplier guarantees the supply of the Products in accordance with the needs of the Buyer, which also includes the supply of parts or components of the Products for their repair, maintenance, or extensions, throughout the entire duration of the contract and/or order. If during the warranty period a new defect or the same operational defect occurs in ten percent (10%) of the Supplies, it will be considered systematic for these purposes, and the Supplier must replace or make improvements at its own expense to all Supplies affected by the systematic failure, including those that were previously accepted, with the warranty period provisions applied as described above. The Supplier also guarantees that production or distribution of such Products will not cease during the term of the Agreement. If the Supplier decides to cease production of part or all of the Products after the completion date of the Order, the Supplier must inform the Buyer of this decision at least one year in advance, so that the Buyer may have the opportunity to place additional orders. The Supplier states that any work not expressly detailed in the Agreement documents but that is reasonably understood to be necessary to fulfil the purpose of the Agreement will be carried out by the Supplier without being considered an increase in work, and will not justify any increase in price or guaranteed delivery times.

7.10 The Supplier will assume full liability in the event of non-compliance with these GTC and/or for any adverse effects caused by its action or inaction regarding the quality of the Products, safety, health, and the environment, and will be responsible to both the Buyer and third parties, agreeing to keep the Buyer, its executives, directors, and employees indemnified at all times.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

8.1 The Supplier guarantees that the Products covered by the Order and their sale do not infringe or violate, directly or indirectly, any trademark, patent, utility model, copyright, know-how, trade secrets, or any other third-party rights. The Supplier assumes full liability and undertakes to indemnify and hold the Buyer harmless from any liability arising from any actions or claims, liabilities, losses, costs, legal fees, expenses, and damages, whether present or future, direct or indirect, due to or arising from an infringement of intellectual property rights.

The Supplier shall not only be obligated to indemnify but also to take all necessary measures to prevent such actions from being initiated. The Supplier, at its sole cost, shall be required, if so requested by the



Buyer, to defend the Buyer in each and every action, procedure, and lawsuit brought against the Buyer, assuming all legal expenses and any compensation arising therefrom.

8.2 In the event that the Products are subject to claims or lawsuits for the infringement of intellectual property rights, the Supplier, at its sole cost, must (i) either obtain, within the shortest possible time, the right for the Buyer to use the Products, or (ii) modify or replace the Products to put an end to the infringement. The modification or replacement of the Products must in no case result in any reduction or impairment of the functionality or suitability of the Products for the specific purpose of the Buyer. Any decrease in quality or functionality will be considered a material breach of the contract. If the Supplier is unable to comply with its obligations as set out herein, the Buyer will be entitled, upon providing eight working days' prior notice, to take any actions deemed necessary to protect its interests, including the possibility of claiming from the Supplier, among other things, the full costs incurred, including but not limited to the total cost of the Products, damages, and any other expenses resulting from the situation.

8.3 Patentable inventions and creations subject to protection, as well as their results, to the extent that they relate to the Order, will *always* be the property of the Buyer unless the Supplier *clearly and unequivocally* establishes (i) that they arise from the exclusive inventive capacity of the Supplier, and (ii) that they were developed independently of the Order.

8.4 Any written or verbal information provided by the Buyer to the Supplier regarding know-how, specifications, procedures, and requirements, as well as any technical information, documentation, and data from the Buyer, will be considered confidential and may not be disclosed to any third party without the prior written authorisation of the Buyer for a minimum of 10 years from the date of disclosure to the Supplier. This information will be used solely for the execution of the Order or for preparing offers or quotations for the Buyer.

8.5 The intellectual property rights and copyrights in all designs, plans, samples, specifications and other documents or materials provided to the Supplier will remain the exclusive property of the Buyer at all times. These materials may not be copied, reproduced or disclosed to any third party at any time or under any circumstances without the Buyer's prior written authorisation. The Supplier will be liable for any breach of this provision, whether committed by itself or by any of its employees, collaborators or subordinates –all of whom must be made aware of this obligation– and the Buyer will be entitled to claim compensation and to demand the destruction of any unauthorised copies..

9. FORCE MAJEURE

9.1 If either party is affected by an event that could not have been foreseen or, if foreseen, was unavoidable, including but not limited to acts of terrorism, insurrection, epidemics, floods, earthquakes or other types of natural disasters (hereinafter referred to as "Force Majeure"), it will immediately, *and in any case no later than twenty-four (24) calendar hours*, inform the other party in writing of such event and provide all relevant information and evidence concerning the event, particularly regarding the period of time by which such event may delay the timely performance of the Order. Strikes affecting the Supplier, public transport, or other events (including those defined herein as Force Majeure events) that may affect the Supplier's subcontractors or suppliers will not be considered Force Majeure events that excuse the failure to fulfil the relevant Order.

9.2 In the event of a Force Majeure affecting the Supplier, the Buyer will be entitled, at its sole discretion: (a) to agree with the Supplier to extend the delivery deadline; or (b) to cancel the Order, or any part thereof, at any time, without any further obligation or liability, and to request reimbursement of any amounts already paid.

9.3 Payment for shipments already delivered will be made only if the Buyer can use the Products properly despite the Supplier's subsequent failure to deliver the remainder of the Order. Any advance payments made by the Buyer for undelivered goods will be reimbursed by the Supplier.

9.4 Equipment breakdowns, shortages of materials, or any other causes beyond the Buyer's reasonable control that prevent the use of the requested Products or reduce the Buyer's requirements for the same, will entitle the Buyer, at its discretion, to suspend or postpone delivery or to cancel the Order, in whole or in part, without incurring any additional obligations or liabilities.

10. TERMINATION

10.1 The Buyer will at all times be entitled, even if the Supplier has not breached any obligation, to suspend the Order for a period of time determined by the Buyer, or to cancel it in whole or in part, by giving three days' notice to the Supplier. In the event of such cancellation, the Supplier may charge the Buyer for expenses reasonably incurred up to the moment of cancellation of the Order. Under no circumstances may the Supplier claim compensation for unforeseeable or consequential damages, or for loss of earnings.

If such notice is given prior to the commencement of performance of the Order, the Buyer will not be required to pay any form of consideration. In the event that the Supplier has already commenced performance prior to receiving the cancellation notice, the Buyer will bear the expenses that the Supplier may have incurred in executing the assignment up to that point, provided such expenses are duly justified and documented and were necessary for the performance of the Order, and provided further that the Supplier does not make use of such items for third parties.

10.2 In the event that the Supplier breaches any term or condition of the Order, the Buyer will be entitled, upon giving written notice to the Supplier and without this constituting a waiver of any other remedy, to terminate the Order in whole or in part without incurring any further obligations or liabilities, and to recover any amounts paid by the Buyer to the Supplier, as well as any additional costs arising from the supply of replacement Products by an alternative supplier, and to compensation for losses or damages suffered by

the Buyer as a result of the breach, including damages arising from any delays by the Supplier. The same will apply in the event that the Supplier fails to make progress in the production or assembly of the Products and such failure jeopardises the proper fulfilment of the Order according to its terms.

Termination will be communicated by registered letter with acknowledgment of receipt, or by any other means that provides proof of receipt, within fifteen days following the date of formal notification of the breach.

10.3 The Buyer may terminate the Order with immediate effect and without any further obligation or liability in the event that the Buyer has reasonable grounds to believe that the Supplier will be unable to fully and properly fulfil all its obligations.

11. INSURANCE

The Supplier must take out and maintain in force, throughout the duration of the contractual relationship, insurance policies with sufficient and appropriate coverage to meet its liabilities in accordance with these GTC, including but not limited to general liability insurance, third-party liability insurance, defective product insurance, and any other insurance required by law, customary in the industry, or necessary for the proper performance of the contract. The Supplier undertakes to provide the Buyer, upon request and within no more than 5 working days, with proof of insurance coverage, including policy certificates and payment receipts, evidencing the validity and compliance with these requirements.

The policies must provide cover for the Supplier's liability both towards third parties and towards the Buyer, with minimum coverage limits of [*]. In the event of expiry, cancellation or any modification to the policies that affects the coverage or terms, the Supplier must notify the Buyer at least 30 days in advance and immediately procure alternative policies with equivalent terms. Failure to comply with this obligation will be considered a material breach of contract.

12. SUBCONTRACTING

The Supplier may not make purchases or subcontract any part or the entirety of the Supplies covered by this Agreement without prior written authorisation from the Buyer's Purchasing Department. Such authorisation may be denied or made subject to conditions at the absolute discretion of the Buyer. The Supplier will be fully responsible for the selection, procurement, analysis, and verification of raw materials and any other elements required for the manufacture of the Product, and will be solely liable to the Buyer for any defects, breaches, or delays related to such purchases or subcontracting.

At the Buyer's request, the Supplier must provide a complete and up-to-date list of all its suppliers and subcontractors, specifying the origin, source, and characteristics of the Supplies to be procured. This list will be subject to the Buyer's approval and supervision, and the Buyer reserves the right to reject any supplier or subcontractor that, in its judgement, does not meet the quality, ethical, or any other requirements set out in these GTC, in applicable legislation, or in market standards.

Should the Supplier be authorised to subcontract to third parties part or all of its obligations, such subcontracting will in all cases be carried out entirely at the Supplier's own responsibility and expense. It is expressly understood that the Supplier will remain solely responsible for the effects and consequences of deliveries made by its suppliers/subcontractors. Furthermore, the Supplier must ensure that all

subcontractors strictly comply with the provisions of these GTC, the Order, and the Buyer's specific requirements, particularly with applicable safety rules and procedures, and must provide them with all relevant information relating to the Buyer's requirements. The Buyer reserves the right to reject any of the Supplier's subcontractors who fail to comply with these conditions.

The Buyer reserves the right, at any time and without having to justify its decision, to reject or demand the replacement of any of the Supplier's subcontractors who fail to comply with these conditions, without this giving rise to any right of compensation for the Supplier.

Under no circumstances may the Supplier subcontract any part of the performance of the Contract to individuals or companies subject to insolvency proceedings, disqualified from contracting, or convicted of corruption offences.

13. JURISDICTION - APPLICABLE LAW

13.1 The Order and these GTC will be governed by and interpreted exclusively in accordance with the laws of Spain. The United Nations Convention on Contracts for the International Sale of Goods of 1980 will not apply.

13.2 All disputes relating to the Order will be resolved by the Courts of Barcelona (Spain).

14. FRAUD AND CORRUPTION

The Supplier will prevent any fraudulent activity on the part of its representatives. The Supplier undertakes and guarantees, in relation to this Order or any other contract with the Buyer, that (i) it has not given, and will not give, any gift or commission, and (ii) it has not agreed, and will not agree, to the payment of any commission to any employee, agent, or representative of the Buyer. Should the Supplier, or any person acting on its behalf, breach the provisions of this paragraph, the Buyer may (i) terminate the Order and claim from the Supplier any economic losses incurred as a result of such termination, or (ii) claim from the Supplier any damages suffered by the Buyer as a result of any breach of this Clause 14, whether or not the Order has been terminated.