

SCOPE

1. This document establishes the general purchasing conditions ("GPC") which govern the supply of all types of goods, equipment and materials ("Goods") and/or the provision of all types of services for both power electronics and generators and motors ("Services") by suppliers ("Supplier") to Gamesa Electric, S.A.U. ("GaE"), (collectively the "Parties", and each a "Party"). Unless otherwise stipulated in any order issued by GaE ("Order"), the scope and price of the supply of Goods or provision of Services is understood as including documentation, labor (including performance, construction and assembly) and/or equipment (including software and hardware, tools, patterns, models, molds and spare parts), wages, insurance, consumable goods, transport, packing and labelling, accessories, devices, cranes and other necessary tools, any type of expenses, payments for intellectual property, costs deriving from inspections, tests and other certificates specified in the Order, exchange rates, tax, duties and any other charges necessary for the performance of the Order.

2. In these GPC references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

3. In these GPC the words "including" and "include" shall be construed as if followed by the words "without limitation".

ORDER OF PRIORITY

4. The agreement between GaE and Supplier shall consist of the Purchase Order issued by GaE or, if applicable, the Delivery Schedule (each of them defined as "Order") and the GPC including annexes (collectively "Contract"). In the event of any conflict between any provisions of the Contract, the order of precedence shall be i) the terms, specifications and documents set out or incorporated by reference in the Order; ii) the GPC; iii) the Annexes. The GPC shall be deemed incorporated in each Contract irrespective of whether they are expressly referred to in the same or not unless Supplier and SGRE have entered into a separate purchasing frame agreement prior to the date of the Order in which case such purchasing agreement shall be deemed incorporated in each Order irrespective of whether express reference is made.

ORDERS AND DELIVERY SCHEDULES

5. The issue of the Order for Goods and/or Services by GaE to Supplier shall be deemed to be an offer by GaE to buy the Goods and/or Services on the terms of the Contract. The Order shall be accepted by Supplier throughout (i) order confirmation or (ii) deemed acceptance as set out in clause 9 below or (iii) fulfilment of the Contract.

6. GaE shall be entitled to revoke an Order until an acknowledgement of the Order has been received by GaE.

7. In the event of any doubt with regards to the interpretation of the contents of an Order, Supplier shall seek indications and instructions of GaE.

8. Any terms, conditions and/or specifications included in or attached to any Supplier's documentation which is not expressly referred to in the Order shall be considered void, as shall any correspondence related to the same. Unless GaE explicitly accepts Supplier's terms and conditions these do not apply to any part of such Order or the Contract. For the avoidance of doubt, acceptance of delivery and/or payment by GaE does not constitute acceptance of Supplier's terms and conditions.

9. The Orders may be issued as a frame Order in which case it shall not refer to fixed quantities or amounts of Goods and/or Services. Within the area of direct materials, the contracted amounts and delivery dates shall be specified by GaE through delivery schedules issued to Supplier (individually referred to as "Delivery Schedule"). Each Delivery Schedule shall refer to an order number and the amounts of Goods and/or Services subject to a fixed Order shall carry the reference "Fixed". Supplier shall have a maximum of two (2) working days to accept in writing each Delivery Schedule and five (5) working days to accept in writing each Purchase Order. The Delivery Schedule shall be deemed accepted if Supplier does not notify GaE of its rejection within the established time period and Supplier shall therefore be obliged to supply the requested amount of Goods and/or Services within the required delivery period. In Orders of an open nature, changes to prices shall be made by issuing a revised Order which shall be deemed accepted when the first Delivery Schedule is delivered. Within the area of indirect materials and services frame Orders are marked with "Limit" and state a validity period. The value of such a frame Order is not to be understood as a commitment of GaE to purchase Goods and/or Services up to this amount, but as an approximate value, which may be extended or reduced at the sole discretion of GaE.

PACKING, DISPATCH AND INSPECTIONS

10. Packing shall be suitable for the Goods and the intended method of transport. The packing shall comply with any requirements contained in the Order, and in the Logistics Annex, and hereunder ensure protection against any damage, soiling and moisture during transport and/or storage. Supplier shall be liable for any loss or damage to Goods resulting from defective or improper packing.

11. Unless otherwise agreed in writing, delivery and packaging shall be included in the price.

12. Supplier shall ensure that all Goods are marked in accordance with the provisions of the Contract and instructions of GaE. Supplier shall provide in respect of each delivery of Goods a packaging note detailing GaE's Order number, description, code number (if any) and the quantity of Goods delivered. All instructions, warnings, safety data and other data necessary for the use of the Goods shall also be provided.

13. If any of the Goods and/or Services contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use and for the protection of the environment, Supplier shall prior to their delivery provide specific written details of the nature of those substances and the precautions to be taken. Supplier shall ensure that before dispatch, appropriate instructions and warnings are clearly and prominently marked on the goods or securely attached to them and on any containers into which they are packed.

14. Without prejudice to Supplier's other obligations, if transport of the Goods is to be performed by a carrier commissioned by GaE, Supplier shall submit information and data concerning dangerous goods to the carrier in accordance with applicable law. Data and information shall be relevant to all modes of transport to be used if GaE informs Supplier, or if Supplier is aware, that multimodal transport is to be used.

15. The Goods shall remain at the risk of Supplier until delivery to GaE is complete and Goods are received by GaE at the place of receipt designated by GaE. Any of Supplier's property brought onto GaE premises will be at the risk of Supplier.

16. If the Contract requires GaE to return any packaging material to Supplier, that fact must be stated on any delivery note to GaE and any such packaging material will be returned to Supplier at Supplier's cost.

17. Supplier shall inspect and test the Goods and Services for compliance with the Contract prior to delivery. GaE reserves the right at reasonable times to inspect or test the Goods and/or the Services at any stage before delivery and Supplier shall give rights of access to premises and such facilities as GaE may reasonably require for such inspection.

18. The delivery shall be inspected by GaE as soon as possible after receipt on the basis of random samples in relation to the type of delivery as well as quantity and any externally recognizable transportation damage or other externally recognizable deficiencies.

QUALITY AND DESCRIPTION

19. Goods and Services supplied shall:

19.1 conform in all respects with the Contract and the Quality Manual Annex;

19.2 conform with any sample, drawing, description, specifications and/or requirements provided by GaE to Supplier;

19.3 be new and unused; and

19.4 comply with all applicable laws relating to the Goods and/or the Services, and/or affecting obligations under and the performance of the Contract, including any concerning the manufacture, packaging, storage and delivery of the Goods and/or the performance of the Services.

20. The Goods and Services shall be subject to GaE's quality assurance system in accordance with ISO9001 / EN29001 or similar standards accepted by GaE. GaE's suppliers and sub-suppliers shall be assessed accordingly. GaE's rights and remedies under the Contract are in addition to any available to it at law (including statutory implied terms).

21. Supplier shall be fully responsible for the Goods and/or Services and any inspection or testing by GaE shall not diminish or otherwise affect Supplier's obligations under the Contract.

22. Supplier shall cooperate with GaE in all matters relating to the Contract, and comply with all instructions of GaE including complying with any written or verbal instructions in relation to safety and security while on GaE's premises.

23. Supplier shall, if requested, supply GaE with certificates of origin and/or testing as GaE may require. Such certificates must state the relevant Order numbers together with any item numbers.

INVOICES AND PAYMENT

24. The prices stated in the Order shall be fixed, firm, inclusive of all taxes but excluding value added tax and are not subject to revision. The price shall be stated in the ordering entity's local currency unless otherwise agreed.

25. Invoice may not be issued before the agreed Date of Delivery. "Date of Delivery" shall mean the time specified in the respective Order for the delivery of any Goods and/or Services or a date mutually agreed by the Parties in writing. Supplier shall invoice the delivered Goods and/or Services on the fifteenth day of each month and on the last day of each month or the next working day whenever these fall on a holiday. The invoices shall include all the legally established requirements and Order number as well as the number(s) of each individual item. In case any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

26. If Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery and service.

27. Upon the request of GaE, invoices shall be grouped in one invoice comprising all deliveries made during a determinate reasonable period of time. No invoices shall be processed for Goods and/or Services which do not comply with the requirements indicated in the Contract or if the date thereof is previous to the date of its corresponding delivery note. GaE shall be entitled to withhold payment if the Goods and/or Services delivered do not comply with the requirements under this Contract and to deduct from any payment due to Supplier any of the damages for late delivery applicable in accordance with these GPC.

28. Unless otherwise specified in the Order, payment shall be made on the first Payment Date after 60 days of the date of receipt of a correctly issued invoice, however, all payments shall comply with the default payment requirements in commercial transaction legislation in force at all times. "Payment Date" shall mean the next pay-out date determined by the payment process schedule of the ordering GaE entity.

29. Payment does not constitute an acknowledgement that the corresponding deliveries or services were provided in accordance with the Contract (including quantity or quality).

30. GaE shall in all cases only be deemed to have defaulted on payment should such payment not have been made by the due date and following receipt of an explicit and written dunning notice. Should GaE default on settlement of an invoice, annual interest on arrears of 3.0% (three point zero percent p.a.) shall be due to the exclusion of any further claims.

31. If Supplier changes its Tax Registration Code, Supplier must forewarn GaE with a minimum of 45 days' notice, in order to allow GaE to modify existing orders and reissue them with the new Tax Registration Code. GaE will only accept invoices with the new Tax Registration Code once the Order has been issued again with such new Tax Registration Code.

TERM AND COMPENSATION FOR BREACH

32. Goods and Services shall be delivered on the dates and at the rates and at the places specified in the Contract. If no place or delivery date is specified Goods and/or Services shall be delivered to the registered address of the ordering entity and delivery shall take place within 14 days of the date of the Order. GaE may delay or alter dates and places by giving Supplier reasonable written notice. Early delivery is not permitted except as provided in the Order. Delivery shall be complete upon unloading of the Goods at the delivery location.

33. In case Supplier is aware that there is likely to be a delay in delivery or performance (including rectification and replacement) it shall promptly inform GaE including the reasons for the delay and as far as possible the expected time of delivery. If Supplier does not notify GaE, GaE shall be entitled to compensation for any additional costs incurred that could have been avoided if such notification had been made. Supplier shall, at no extra cost to GaE, take all necessary actions (including overtime work, urgent freight etc.) to reduce the delay period to a minimum.

34. Any extra costs incurred in order to meet a delivery or performance deadline shall be borne by Supplier.

35. Delivery and performance dates specified in the Order or otherwise agreed in writing by the Parties shall be of the essence.

36. If the agreed delivery or performance dates are exceeded, GaE may demand liquidated damages in the amount of 1% of the value of the delayed part of the Order for each commenced day of delay, but not exceeding 15% of the value of the delayed part of the Order. The payment of liquidated damages by Supplier is without prejudice to GaE's other rights or remedies in relation to the delayed delivery or performance and shall not release Supplier from its other contractual or legal obligations arising in connection with the Order.

37. If the maximum amount of liquidated damages for late delivery is reached or could have been reached, GaE shall be entitled to either (i) reduce the volumes for which there was an obligation to order up to the delayed volume or (ii) terminate the Order or part thereof with immediate effect and claim damages.

38. In case of postponed or subsequently agreed delivery or performance deadlines the abovementioned liquidated damage shall apply accordingly for these deadlines without any separate agreement being required. Notification from Supplier to GaE of a delay or postponement does not entail that the agreed liquidated damage lapses.

The liquidated damage may be applied irrespective of whether GaE accepts any delivery, Services or performance with reservation for liquidated damage or not.

DELIVERY TO SUPPLIER OF INFORMATION AND MATERIALS

39. GaE is not responsible for the content of any information, data, drawings, specifications which it makes available to Supplier in connection with the Order (hereinafter referred to as "Information"). Supplier shall check the Information to determine that it is up to date and correct and, if this should not be the case or in case of any possible contradictions, Supplier shall inform GaE of such without delay in writing and shall seek clarification as to how to proceed. Errors or inaccuracies in any Information shall not affect the responsibility of Supplier in relation to its scope of deliveries and Services.

40. Materials provided by GaE to Supplier ("Materials") remain the property of GaE and are to be stored, identified and administered separately at no expense to GaE. Its use is limited to the Orders of GaE only. In case of any reduction in value or loss, replacement shall be provided by Supplier, provided the reduction in value or the loss is not due to normal wear and tear. Notwithstanding any other rights, GaE may demand the immediate return of GaE's assets if Supplier breaches its contractual obligations.

41. Supplier shall carry out all actions necessary in Order to safeguard GaE's title to the Materials, especially in the event of bankruptcy procedures.

42. The consumables necessary for carrying out the tasks contained in the Order shall be provided by Supplier.

43. If Supplier requires Materials from GaE in order to deliver the Goods and/or Services, these must be requested sufficiently in advance to meet the programmed delivery or performance dates.

DELIVERY OF GOODS AND SERVICES

44. Unless otherwise agreed, delivery shall be DAP INCOTERMS 2020.

45. Supplier warrants that it has good title to the Goods and/or the Services and acknowledges that the Goods and/or the Services may be transferred to a third party by GaE and warrants that GaE will be able to supply such third party with good title. Title to the Goods shall transfer to GaE upon receipt by GaE at the place of receipt designated by GaE.

46. Supplier must provide, upon delivery of the Goods, a delivery note which has been correctly filled out and shows the Order number, amount, reference of GaE, line item on the Order to which the delivery makes reference, date and, where appropriate, any remarks and any other documentation referred to in the Order. It is Supplier's responsibility to (i) check the accuracy of the references and amounts indicated in the delivery note, since inventory differences cannot be blamed on documentation errors which were not detected at the moment of delivery; (ii) inspect the Goods and inform GaE the forthwith of any defect or non-conformity discovered.

47. If at any time during the course of the Contract, GaE wishes to vary the Services and/or Goods ordered, it shall notify Supplier and Supplier shall within seven (7) days provide a written statement of the amount by which it proposes such variation would increase or decrease (i) the dates, timescales or milestones, and (ii) the charges under the Contract, and such other information as GaE may reasonably require. All such increases or decreases shall reflect that rates and prices used in the Contract (or where they are not relevant, shall reflect what is fair and reasonable). Supplier shall not refuse any reasonable variation requested by GaE.

48. The implementation of any variation to the Services and/or Goods shall be subject to the written agreement of the Parties. Supplier shall not undertake any such variations unless specifically instructed to do so by GaE.

49. The quantities set out in the Order shall be adhered to and delivery shall not be completed until the agreed quantity has been delivered. Partial deliveries shall not be permitted unless GaE has agreed to such in writing. If Goods are delivered to GaE in excess of the quantities ordered GaE shall not be liable to pay for the excess, and any excess held by GaE shall be at Supplier's risk. Supplier shall promptly at its own cost collect any excess or rejected Goods. Any rejected Goods held by GaE shall be at Supplier's risk. GaE reserves the right to return any excess quantities or rejected Goods to Supplier at Supplier's expense.

50. Any Services of Supplier shall conform with the highest industry standards and with the use of qualified and trained personnel.

RIGHTS OF USE

51. Supplier hereby grants GaE under all applicable intellectual property rights and other rights the following non-exclusive, transferable, worldwide and perpetual rights:

- 51.1 to use the Goods and Services and any software comprised or included in the Goods and/or Services ("Software") including related documentation to integrate them into other products and to distribute them worldwide;
- 51.2 to use or allow others to use Software and its related documentation in connection with the installation, launch, testing and operation of the Software;
- 51.3 to sublicense the right of use under clause 51.2 above to affiliates, other distributors and end-customers;
- 51.4 to license to affiliates and other distributors the right to sublicense the right of use under clause 51.2 above to end-customers;
- 51.5 to use the Software for integration into other products and to copy the Software, or to allow affiliates or other distributors to use and copy the Software;
- 51.6 to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;
- 51.7 to sublicense the right of use under clause 51.6 above to affiliates and other distributors.

52. In addition to the rights granted in clause 51.4, GaE, affiliates and other distributors are authorized to allow end-customers to transfer Software licenses.

53. All sublicenses granted by GaE must contain appropriate protection for the intellectual property rights of Supplier in the Software. All sublicenses must contain any contractual provisions used by GaE to protect its own intellectual property rights.

54. Supplier shall inform GaE - at the latest at the time the Order is confirmed - whether the Goods and Services to be delivered contain open source components.

55. "Open source components" shall mean any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the Goods and Services delivered by Supplier contain open source components, Supplier shall comply with all applicable open source license terms and shall grant all those rights to GaE and provide all information which is needed. In particular, Supplier must provide GaE the following:

55.1 a schedule of all open source components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents; and

55.2 the complete source code of the relevant open source software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.

56. Supplier shall by the time of Order confirmation at the latest inform GaE in writing whether any open source licenses used by Supplier might be subject to a Copyleft Effect which could affect Goods or Services. "Copyleft Effect" means that the provisions of the open source license require that certain of Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open source licenses used by Supplier are subject to a "Copyleft Effect" GaE are entitled to cancel the order within two weeks of receipt of this information and Supplier shall indemnify GaE for all cost and damage in relation to Copyleft Effect.

WARRANTIES

57. During the Warranty Period, Supplier represents and warrants: (i) that the Goods are: (a) fit for the intended purpose and for any special purpose as defined by GaE to Supplier (b) free from any defects in design, workmanship, raw material or manufacturing; (c) in compliance with specifications, drawings, samples, quality, quantity and any other information or instruction specified in the Order and in any other information or instruction notified by SGRE; (d) new and unused; (e) compliant with any relevant national and international legislation in force and applicable at the time of delivery in particular in relation to security and environment; and/or (ii) the Service provided: (a) is in compliance with specifications and any other requirements specified in the Order and in any other information or instruction notified to Supplier; (b) has been correctly and diligently provided by trained and experienced personnel; and (c) it complies with national and international legislation in force. All declarations and warranties made by Supplier in its brochures, catalogues, sales materials and quality systems shall be binding.

58. If not agreed otherwise in a Purchase Order "Warranty Period" shall be:

- 58.1 For Goods intended to be used in power electronics and/or for Services, the warranty period shall be 60 months from the time of delivery.
- 58.2 For Goods intended to be used in generators and motors, the warranty period shall be 24 months from the time of delivery.
- 58.3 For Goods intended to be used in the area of indirect materials and CAPEX, the warranty period shall be 24 months from delivery or, if applicable, acceptance by SGRE.

59. If GaE discovers a defect in the Goods before the Goods have left the production facility of SGRE as part of a turbine, then GaE shall be entitled to return the defective Goods to Supplier at the cost of Supplier and Supplier shall issue a credit note to GaE in respect of the defective Goods. The method of return of the defective Goods shall be agreed by the Parties on a case-by-case basis. In case of failure to agree, GaE may invoice Supplier for the cost of returning the Goods. Any rejected Goods held by GaE shall be at Supplier's risk.

60. Until proven to the contrary, during the entire Warranty Period it shall be assumed that any deficiency existed at the time of the transfer of risk. GaE is free to evidence deficiencies in the Goods in any manner, including providing photographic pictures to Supplier.

61. GaE reserves the right to retain any payment in whole or in part until, (i) Supplier has completely fulfilled its duty to rectify the deficiency or deliver replacement Goods and/or Services in accordance with the Contract, or (ii) the Parties have agreed on other alternative measures in writing.

62. If any defects arise during the Warranty Period Supplier must - as instructed by GaE - either repair or replace as soon as possible. If remedy is not performed within a reasonable time, GaE may choose: (i) to terminate the Contract; or (ii) remedy the defective Goods and/or Services itself or have it corrected by a third party and Supplier shall be liable for all costs related thereto. The warranties and remedies provided for in this section shall be in addition to the right of GaE to claim compensation for loss, damage and costs and to those rights implied by or available at law.

63. Any repaired Goods shall be under warranty during a period of 24 months from the date of repair or until the end of the remaining Warranty Period, whichever occurs latest. For any redelivered Goods the Warranty Period shall start anew. The Warranty Period shall be extended for the period during which the Goods cannot be used to the full extent as a result of the defect.

64. Supplier hereby declares that it agrees to accept any complaints of GaE within the warranty period as being made within time without any need to comply with a deadline in relation to complaints. This shall apply in relation to any deficiencies discovered during inspection upon receipt or acceptance as well as in relation to any hidden deficiencies. GaE shall endeavor, however, to notify any deficiencies to Supplier as soon as possible after detection.

PRODUCT LIABILITY

65. If any alleged or actual claim or action is taken against, or threatened to be taken against, GaE by any third parties based on domestic or foreign product liability law in connection with the Goods and/or Services, GaE shall notify Supplier of such. Supplier shall indemnify GaE in full against any claims, liabilities, actions, damages, losses, costs and/or expenses (including lawyers and court costs), sustained by GaE as a result of any such actual or threatened action.

66. In addition, Supplier shall be liable to GaE for all costs incurred by GaE as a result of measures GaE reasonably takes in order to prevent any risk, such as but not limited to issuing safety warnings or precautionary recall actions of a defective product. Any costs for the determination of the risk (in particular expert costs) as well as GaE's internal administration and processing costs of GaE shall be borne by Supplier.

INSURANCE

67. Supplier shall take out and maintain an insurance policy required pursuant to the applicable legislation and good practice, as well as those required pursuant to the Contract. In any event, Supplier shall be sufficiently insured against the damages resulting from its activities and Goods. The minimum coverage of such insurance shall be 2.500.000 Euros per event and 5.000.000 Euros in the aggregate (or equivalent amount in ordering entity local currency), unless otherwise agreed. At the GaE's request, Supplier shall provide a certificate of the insurance policy and the receipt of payment of the corresponding premium.

CONFIDENTIALITY

68. When Supplier and GaE disclose information to each other, the Party receiving information (such information "Confidential Information") shall use such information only for the purpose for which it has been provided, and shall prevent third parties from gaining access to it, and treat it the same way as its own business secrets. The term Confidential Information shall include any copies or abstracts of Confidential Information as well as any samples, models, prototypes and parts thereof.

69. Both Parties may disclose Confidential Information to its advisors (e.g. lawyers, accountants) and affiliates, if reasonable required for the implementation and performance of the Contract and provided that they are bound by confidentiality obligations substantially similar as contained in these GPC prior to such disclosure.

70. At the termination of the Contract, each Party shall, upon written request from the other Party, either destroy or hand over all of the documents generated and shall not keep a partial or total copy of the same.

71. This confidentiality obligation does not apply to information:

71.1 Which is generally known;

71.2 Which can be shown to have been independently developed by the receiving Party;

71.3 Which has been acquired from a third party without nondisclosure obligation to the disclosing Party;

71.4 Which the receiving Party is required to reveal by statutory regulations or governmental or court orders.

72. The provisions of this section shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the receiving Party according to provisions of mandatory law or to the receiving Party's internal compliance guidelines, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein until returned and/or destroyed, as the case may be.

73. The rights and obligations under this section shall survive the completion or termination of the Contract for a period of five years.

74. At GaE's request, Supplier shall provide GaE with technical information on the Goods and equipment, including (but not limited to) construction drawings of the manufacture equipment or tools and their technical specifications for their assessment and approval by GaE. The above shall be negotiated on a case-by-case basis whenever the information requested contains industrial secrets or core know-how of Supplier. GaE shall keep the information supplied confidential in line with the provisions of this section.

INTELLECTUAL PROPERTY RIGHTS AND LIABILITY FOR INFRINGEMENTS

75. Supplier warrants that use by GaE of the Goods and/or the Services will not infringe any third party's intellectual property rights.

76. All technologies, processes, methods, formulas, designs, specifications, patents, brands, service brands, copyrights, design rights, inventions, industrial secrets, know-how, information involving intellectual property rights and industrial property (including, but not limited to, any improvements or alterations and work deriving from the same) (hereinafter, "Intellectual Property Rights and Industrial Property"), delivered by GaE to Supplier to enable the fulfillment by the latter of the Order shall remain the exclusive property of GaE. Supplier agrees to assign all Intellectual Property Rights and Industrial Property developed by Supplier as a result of the Order to GaE upon its creation. Supplier warrants that it will not use the Intellectual Property Rights and Industrial Property delivered by GaE to Supplier and/or developed by Supplier as a result of the Order for any other purpose than the strict fulfillment of the same.

77. If there is any infringement of third party's intellectual property rights, Supplier shall at its expense either procure the necessary licenses or approvals for GaE to be lawfully entitled to use the Goods and/or the Services, or replace or modify such infringing equipment, material or process of the Goods and/or the Services so that they become non-infringing. Supplier shall indemnify and hold harmless GaE against all damages, expenses, loss or other financial obligations or claims brought by any person arising directly or indirectly from the alleged infringement by Supplier of intellectual property rights of third parties in respect of the manufacture and supply of the Goods and/or the Services.

78. Supplier hereby grants to GaE an unconditional, license free right to all intellectual property rights owned by Supplier regarding lawful use of the Goods and/or the Services. Supplier grants to GaE the right to use Supplier's drawings, documents, models and any hard-and software provided to GaE under the Contract for any purpose connected with completing, operating, maintaining and repairing the Goods and/or the Services or any part thereof. Such right includes the right to (a) grant sublicenses to GaE's customers and/or any person designated by GaE or any GaE's customer and (b) allow GaE to grant such sublicenses.

ASSIGNMENT AND/OR SUBCONTRACTING

79. Supplier shall not assign, transfer, substitute or subcontract to third parties any rights and/or obligations under this Contract without the prior written consent of GaE (in particular, all rights deriving from its invoices to GaE). The responsibilities of Supplier in relation to the Contract shall remain the same, whether it has been executed by Supplier or by an authorized subcontractor.

80. GaE is hereby expressly authorized by Supplier to assign to any company of its group all or part of its rights and obligations in a Contract.

81. Any assignment of claims existing in relation to GaE as well as any set-off of counterclaims is not permitted.

FORCE MAJEURE

82. Neither Party shall be responsible for failure to perform its obligations under the Contract if such failure solely results from a Force Majeure Event.

83. "Force Majeure Event" shall mean the occurrence of an event or condition that is beyond a Party's reasonable control and which cannot reasonably be foreseen including natural disasters or catastrophic events such as epidemics, nuclear accidents, fire, flood, typhoons or earthquakes, war, riots, sabotage or revolutions, but not strikes or lockouts of Supplier's or its subcontractor's personnel.

84. The Parties shall notify each other in writing as soon as possible of the occurrence of any Force Majeure Event. Costs and expenses incurred by a Party by reason of a Force Majeure Event shall be borne by that Party.

85. Each Party shall mitigate the effect of such Force Majeure Events on its performance obligation under this Contract. Relief granted to each other shall generally be limited to an extension of the time of performance to the extent caused by the Force Majeure Event.

86. If any Force Majeure Event continues for more than 90 (ninety) days in the aggregate, GaE shall have the right, but not the obligation, to terminate this Contract and respective Orders covered under this Contract.

NULLITY

87. If any of the provisions of the Contract or of these GPC are declared invalid, void or unenforceable either totally or partially, such invalidity, nullity or unenforceability shall not extend to the remaining provisions agreed upon, which shall remain valid.

CODE OF CONDUCT FOR SUPPLIERS AND THIRD PARTY INTERMEDIARIES, SECURITY IN THE SUPPLY CHAIN

88. Supplier is obliged to comply with the laws of the applicable legal system(s) and comply with GaE's Code of Conduct for Suppliers and Third Party Intermediaries ("Code of Conduct") (clause 89 of these GPC). This Code of Conduct defines the basic requirements placed on GaE's suppliers and third party intermediaries concerning their responsibilities towards their stakeholders and the environment. GaE reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the GaE Compliance Program. In such event GaE expects Supplier to accept such reasonable changes.

89. Supplier and/or third party intermediary declares herewith:

HUMAN RIGHTS:

- Respect the protection of internationally proclaimed human rights and avoid complicity with human rights abuses.

Non-discrimination

- Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
- Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, sexual orientation, marital status, religious conviction, gender or age.

Respect for Cultures & Communities

- Help foster economic and social development of local communities and ensure full respect for the human rights, dignity, aspirations, culture, and natural resource-based livelihoods in areas in which operations are made.

FAIR OPERATING PRACTICES:

Legal Compliance

- Comply with the laws of the applicable legal systems.

Anti-corruption and bribery

- Maintain zero tolerance for any form of corruption, extortion or bribery.
- Forgo directly or indirectly offering or granting and requesting or accepting anything of value to government officials or to a counterparty in the private sector with intentions to influence official action or obtain an improper advantage.
- Act in accordance with national and international competition laws and refrain from participating in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
- Avoid all conflicts of interest that may adversely influence business relationships.

Fair Treatment and Supply Chain

- Respect the intellectual property rights of others.
- Notify and promote using reasonable efforts among its suppliers compliance with this Code of Conduct.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

LABOR PRACTICES:

Prohibition of Forced Labor

- Avoid all forms of forced and compulsory labor and refuse to employ or make anyone work against their will.

Prohibition of Child Labor

- Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.

Occupational Health & Safety

- Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
- Establish a reasonable occupational health & safety management system.
- Provide training to ensure employees are educated in health & safety issues and have the right to refuse unsafe work.

Basic Human Rights, Working Hours, Wages & Benefits of employees

- Respect the personal dignity, privacy and rights of each individual.
- Comply with the maximum number of working hours outlined in the applicable laws.
- Provide fair remuneration and guarantee the applicable national statutory minimum wage.
- Recognize, as far as legally possible, the right of free association and collective bargaining. Neither favor nor discriminate against members of employee organizations or trade unions.

ENVIRONMENTAL PROTECTION:

- Act in accordance with the applicable statutory and international standards regarding the environment.
- Establish a reasonable environmental management system.

Conflict Minerals

- Take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance armed groups who violate human rights.

90. GaE reserves the right to require any information and/or make any inspection it deems appropriate in order to guarantee the compliance of the Code of Conduct by Supplier. In addition to other rights and remedies GaE may have, GaE may terminate the Contract and/or any Order issued thereunder in case of breach of the obligations under this clause by Supplier. However, provided that Supplier's breach of Contract is capable of remedy, GaE's right to terminate is subject to the provision that such breach has not been remedied by Supplier within a reasonable grace period set by GaE.

91. Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO (World Customs Organization) SAFE Framework of Standards (e. g. AEO, C-TPAT). Supplier shall protect the Goods and Services provided to GaE or provided to third parties designated by GaE against unauthorized access and manipulation. Supplier shall only deploy reliable personnel for those Goods and Services and shall obligate any sub-suppliers to take equivalent security measures.

ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS

92. Supplier shall ensure, that Goods will comply with the current and future – as far as such future requirements are already foreseeable – product related environmental laws applicable for the respective Order.

93. If Supplier delivers Goods containing substances listed in the “GaE – Substance regulation list” applicable at the time of the Order which are subject to statutorily-imposed substance restrictions and/or information requirements (e. g. REACH, RoHS, F-gas), Supplier shall declare such substances towards GaE. This declaration shall be done within the Procurement Master Data Form (PMD former Vendor Declaration) or within a declaration letter to Procurement contact person and shall in no case be sent later than the date of Order confirmation.

94. Supplier shall provide Safety Data Sheets and labels for chemical products in the format and the languages agreed upon between Supplier and GaE, depending on where and in how many countries the chemical product will be implemented.

95. If Supplier delivers Goods which – according to national and/ or international regulations – are classified as dangerous goods/ hazardous material in transportation, Supplier shall inform GaE hereof in a form agreed upon between Supplier and GaE, in no case later than the date of Order confirmation. Supplier shall provide to GaE updated data sheets with required transport of dangerous goods/hazardous material information, special provisions and e.g. test summaries according to the requirements of the IMDG code, the IATA regulation and other relevant ground transport standards (e.g. ADR, 49 CFR).

96. Supplier shall provide to GaE in writing all data, instructions and warnings as are required to comply with all applicable laws relating to health, safety and the environment in relation to the Goods and/or Services.

97. All notices required or permitted under the provisions of this Contract or by law to be served upon or to be given to any third party, must be in writing and in the English language.

EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS

98. Supplier shall comply with all applicable export control, customs and foreign trade regulations (“Foreign Trade Regulations”). In particular, Supplier represents and warrants that none of its Goods nor its Services provided under this Contract contain Goods and/or Services restricted for import under the Foreign Trade Regulations applicable to GaE, including but not limited to Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection.

99. Supplier will advise GaE in writing within 2 (two) weeks after signing of the relevant Order - and in case of any changes without undue delay - of any information and data required by GaE to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

99.1 All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and

99.2 the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and

99.3 the country of origin (non-preferential origin); and

99.4 upon request of GaE: Supplier’s declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers); and

99.5 upon request of GaE, evidence of the country of origin of the iron and steel inputs used for the processing of the Goods.

100. Supplier will be liable for any expenses and/or damage incurred by GaE due to any breach of the obligations according to Article 98 and 99.

101. In case of any alterations to origin and/or characteristics of Goods and Services and/or to the applicable Foreign Trade Regulations, Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than two weeks following the date of Order. Supplier shall be liable for any expenses and/or damage incurred by GaE due to the lack of or inaccuracy of said Export Control and Foreign Trade Data.

102. GaE shall not be obligated to fulfill the Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

CYBERSECURITY

103. Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as Goods and Services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable). “Supplier Operations” means all assets, processes and systems (including information systems), data (including GaE data), personnel, and sites, used or processed by supplier from time to time in the performance of the Contract.

104. Should Goods or Services contain software, firmware, or chipsets:

104.1 Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

104.2 Supplier shall continue to support and provide services to repair, update, upgrade and maintain Goods and Services including the provision of patches to us remedying vulnerabilities for the reasonable lifetime of the Goods and Services;

104.3 Supplier shall provide to GaE a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up to date at the time of delivery;

104.4 Supplier shall grant to GaE the right, but GaE shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support GaE;

104.5 Supplier shall provide GaE a contact for all information security related issues (available during business hours).

105. Supplier shall promptly report to GaE all relevant information on security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, Services and Goods, if and to the extent GaE are or are likely to be materially affected.

106. Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section.

107. Upon GaE request, Supplier shall provide written evidence of its compliance with this section including generally accepted audit reports (e.g. SSAE-16 SOC 2 Type II).

PERSONAL DATA PROTECTION

108. Personal data may only be processed where such is required for clear, defined and legitimate purposes. In the event that for the provision of Services or for the purpose of the Contract it becomes

necessary to process personal data on behalf of the Parties, the Parties agree to process personal data in accordance with applicable Data Protection Law, including the GDPR.

109. If the purpose of the Contract does not involve the commissioning of processing of personal data and either Party gets access to personal data owned by the other, it shall be obliged to comply with the obligation of secrecy, confidentiality and the duty to fulfil all obligations under applicable Data Protection Law(s).

SUPPLEMENTARY PROVISIONS

110. Insofar as the provisions of these GPC do not regulate certain matters, relevant statutory provisions shall apply.

OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT

111. Supplier shall comply with all applicable laws relating to health and safety and use its best endeavors to (a) minimize and where possible, eliminate hazards for the health and safety of the personnel employed by Supplier and Supplier’s direct or indirect subcontractors for the performance of the Services (“Personnel”) and (b) to ensure that no persons who are on the work site, including Personnel, GaE’s personnel and visitors, suffer any injury. Supplier shall comply with all GaE’s (and/or the site owner’s) procedures, policies, requirements and environmental, health and safety instructions.

112. Before the commencement of the Services, Supplier shall provide GaE a Safe System of Work comprising a written risk assessment(s) that (a) analyzes all potential hazards for the health and safety of the Personnel arising out of the Services, and the environment and (b) determines measures to minimize and if possible eliminate such hazards and further, shall provide a documented safe work method statement which reflects the risk assessment(s) and describes in a logical sequence exactly how the work is to be carried out in a safe manner and without risks to health. It shall include all the risks identified in the risk assessment and the measures needed to control those risks. The Supplier shall seek approval from GaE prior to commencement of the Services that the documentation provided in accordance with this clause is accepted by GaE. A copy of the Safe System or Work shall be available for all personnel at the point of work.

113. Supplier shall ensure that all Personnel (including those of subcontractors Supplier engages) (a) are competent to undertake the work by reason of training and/or experience (and the Supplier shall provide documentary evidence of such experience and training to GaE, if requested), and (b) take part in any GaE site-specific safety training and receive the appropriate personal protection equipment before starting work on the site. Supplier shall ensure that the Personnel make use of the personal protection equipment in the appropriate manner and that such equipment is maintained in good working order at all times.

114. GaE reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the Services for security, health and safety reasons, at any time without any liability.

115. Supplier shall appoint a competent person as its representative for environmental, health and safety (“Supplier EHS Representative”) and shall ensure that the Supplier EHS Representative takes part in safety discussions arranged by GaE from time to time.

116. Supplier shall regularly monitor compliance with statutory and contractual health and safety provisions by performing safety tours on the site of Supplier’s works. In due time before a safety tour, Supplier shall invite GaE to participate. If Supplier discovers non-compliance with health and safety provisions, it shall restore compliance without undue delay and advise GaE of findings and of the status of the corrective actions.

117. Upon GaE’s request, Supplier shall promptly grant GaE access to all documents related to health and safety connected with the Services.

118. If any incident occurs in connection with the Services leading to (a) the death of any person, (b) an injury to any person requiring first aid or medical treatment, (c) injury to any person resulting in that person being unfit for full performance of the regular job on any day after the occupational injury, (d) an injury resulting in one or more days of incapacity, (e) more than three workers being brought to hospital, (f) any environmental incident, or if Supplier becomes aware of any near miss event or circumstances in connection with the Services which could have caused or led to any of the events described in (a), (b), (c), (d), (e) or (f), Supplier shall immediately inform GaE and shall, without undue delay, (i) execute root cause analysis of the incident, (ii) determine appropriate measures to prevent similar incidents in the future, (iii) define time periods for the measures to be implemented and (iv) provide GaE with a written report containing sufficient detail on the root cause, the measures determined and the time periods defined. Supplier shall support any additional investigation conducted by SGRE.

119. If GaE produces an environmental health and safety document for the site (“EHS Plan”) GaE will provide Supplier with a copy of the EHS Plan. Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the EHS Plan which GaE may produce as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors contracted to perform the Services commit themselves to the EHS Plan and its updates.

120. In addition to any other rights GaE may have, in the event of Supplier’s material or repeated failure to comply with the statutory or contractual health and safety provisions and the provisions of the EHS Plan, after providing Supplier with a reasonable time period within which to remedy the failure, GaE may terminate this Contract without any liability whatsoever.

121. Supplier shall ensure that all Personnel are trained or briefed on the accepted Safe System of Work and any site specific GaE requirements as may be provided in order to obtain a working knowledge of the HSE risks and controls that relate to the intended safe work methodology.

122. Supplier shall regularly review the Safe System of Work to ensure it is up to date and continues to comply with all HSE requirements which are applicable to the Services or work site. Supplier shall ensure all Personnel are advised of any changes and any obsolete copies or documents are removed from circulation to avoid unintended use.

123. Supplier shall, at its own expense, supply all Personnel, where required, in connection with the safe performance of the work, with suitable and sufficient protective clothing and other protective equipment which shall be maintained in good condition or replaced, and shall be worn at all times where required to manage potential injury hazards associated with any work activity under this Contract. Supplier shall ensure that all Personnel and visitors wear protective clothing and equipment in the appropriate circumstances, even if not actively engaged in the work.

124. Supplier shall ensure that all plant, tools and equipment (including without limitation the safety and industrial hygiene equipment) used by all Personnel in the performance of the Services are suitable for use for the particular task or tasks for which they are to be used, are maintained in safe and operable condition and that users of the plant, tools and equipment are trained, experienced and where necessary, licensed and certified to operate them.

TERMINATION

125. GaE may terminate this Contract with immediate effect by notice in writing to Supplier if:

125.1 Supplier is in material breach and, in the case of breach capable of remedy, fails to remedy the breach as soon as reasonably possible and in any event within fourteen (14) days of being asked to do so in writing. If a breach cannot be remedied, GaE may terminate the Contract immediately;

- 125.2 Supplier is unable to pay its debts as they become due, ceases or threatens to cease business, or commits an act of insolvency/bankruptcy, or it or a third party takes action for it to go into liquidation unless this is to reconstruct or merge the company, or if an administrator, administrative receiver, receiver or manager is appointed of any part of its business, or if anything analogous to any of those events occurs in any jurisdiction;
- 125.3 in the reasonable opinion of GaE a material change in the financial position of Supplier occurs which is likely to affect Supplier's ability to perform its obligations under the Contract; or
- 125.4 there is a change in control of Supplier which in the reasonable opinion of GaE adversely affects the position, rights or interests of GaE.
126. GaE may terminate this Contract at any time for convenience by notice in writing.
127. On termination of the Contract, GaE shall be entitled to have delivered to it all finished Goods manufactured by Supplier, and all work in progress, at the date of termination. If termination is affected pursuant to clauses 111.3 or 111.4 or 112, GaE shall reimburse Supplier the price of all such finished Goods and a fair and reasonable sum in respect of all such work in progress. This shall be Supplier's sole and exclusive remedy in the event of termination of the Contract pursuant to those clauses.

LAW AND VENUE

128. The Contract and any supply of Goods and Services stipulated thereunder shall be governed by the laws of Spain, without regard to principles of conflicts of laws and excluding the application of the UN-Convention on Contracts for the International Sale of Goods.
129. If disputes controversies or claims arising out of or in connection with the Contract, including any dispute as to the validity, the responsible representatives of the Parties to the dispute shall attempt, in fair dealing and good faith, to settle such. Disputes which are not resolved pursuant to the above shall be solved by arbitration according to the Rules of the International Chamber of Commerce (ICC). The language to be used in the settlement negotiation and arbitration proceeding shall be English and the seat of the arbitration Madrid (Spain).