

General conditions for contracting supplies and/or services

1 GENERAL CONDITIONS CHARACTER

The purpose of the General Contracting Conditions is to regulate the relations between TECAM SOLUCIONES MEDIOAMBIENTALES, SL (hereinafter TECAM) and its suppliers that are part of the contractual documentation for the supply of materials and / or provision of services.

The General Contract Conditions will be sent with the Request for Offer. The supplier before or at the time of submitting his offer must state that they have been provided and that he is aware of them. These General Contracting Conditions can be consulted directly through the website www.tecamgroup.com. Both the Award Letter, if any, and the Order will refer to these General Contract Conditions and they will be considered a contract between parties.

This document will be applicable with respect to all those terms that have not been expressly regulated in the Particular Conditions of Purchase or in the Request for Offer.

Any exception to this document by the supplier in relation to an Order will only be valid if it has been formulated in writing prior to the award, and expressly accepted in writing by TECAM.

The exceptions agreed in this way will only be applicable to the Order or contract in relation to which they have been agreed, excluding other Orders or contracts.

In no case will the conditions that the Provider have established will be applicable. They will be considered as not posted and will not be, in any case of application, any condition or specification required or inserted by the supplier in any of the documents used or necessary for their relationship.

2 DEFINITIONS

For greater clarity and understanding of these General Conditions, the following terminology is established:

- **TECAM:** Company that acts as a contracting party in each supply of materials and / or provision of services
- **Supplier:** Natural or legal person who has been awarded the contract for the supply of materials and / or provision of services in favor of TECAM.
- **Day:** unless expressly indicated otherwise, it will be understood as a calendar day.
- **Purchasing Management Process:** Process that includes the specification of the need, negotiation, adjudication and issuance of the order.
- **Request for offer:** Set of documents issued by TECAM that includes the necessary requirements, of any kind, for the Supplier to supply the materials and / or provide the services: Specifications of particular conditions, specifications of technical specifications, etc. In a broad sense, it is the group of documents that determines the contractual conditions to be established between the Supplier and TECAM,
- **Particular Conditions:** Set of documents issued by TECAM in which, for each specific case, the specific conditions and terms of the relationship between the parties, exceptions or qualifications to these General Conditions or to other documents included in the contractual documentation are set.
- **Offer:** All the documentation required of the interested parties to quote in the terms of the offer request.
- **Order:** Formal document issued by TECAM and addressed to the Supplier in execution of the contractual relationship between the parties in which prices, terms, and other conditions for the purchase of supplies and / or provision of services are collected. In matters not expressly provided for in the Order, the Particular Conditions, the Technical Specifications Sheet, the Request for Offer or other contractual documents will apply, in everything that has not been modified by mutual agreement by both parties.

For the purposes of these General Contracting Conditions, the reference to the word Order will comprise all such documents.

- **Personnel:** includes all those persons assigned to the supply of materials and / or provision of services, whatever their relationship with the Supplier, contractors or subcontractors.

3 VALIDITY AND PRIORITY OF THE CONTRACTUAL DOCUMENTATION

Without prejudice to the provisions of point 1 of this document, these General Contract Conditions, in the event that the Order contradicts the rest of the documents that govern the relationship and there is no agreement of the parties on the matter discussed, the to the next order of priority:

- **The Particular Conditions of each order**
- **Technical Specifications**
- **The General Conditions**
- **The Request for Offer**
- **The clarifications made in writing by the Supplier after its offer and accepted by TECAM**
- **The Offer**

All the mentioned documents are complementary to each other. So that what is specified in all of them will constitute the content whose interpretation between both parties will be the integration of all the elements that compose it.

The same order of priority indicated in this stipulation will be applied in the event of a disagreement between the documents that make up the relationship with the Provider.

When the signature of the Order is collected, by both parties, a contractual relationship will be understood, in what is specified and linked in the order, without prejudice to the agreements that the parties may reach, in successive orders.

4 OBLIGATIONS AND LIABILITY OF THE SUPPLIER

- The Supplier has the obligation to deliver the supplies and / or the provision of services in accordance with the provisions of the Order and the applicable laws and regulations.
- The Supplier will supply in time and form as agreed in the initial documentation signed by both parties, and following as many conditions and specifications applicable according to each nature and location, are required. Being penalized by TECAM any deviation that is not due to force majeure situations such as weather conditions and / or pandemics.
- The Supplier must comply with all the provisions that are in force at all times and in each place and are applicable, especially those of a Labour, Social Security or Tax nature, as well as those related to the Environment, Safety and Health and Occupational Risk Prevention and It will be obliged to prove its compliance in the form and deadlines established by TECAM.

Likewise, and in relation to the activities carried out by the Supplier in the work centers and facilities of TECAM, it must comply with those established in the regulations and internal practice of TECAM and especially:

- Prohibition of drug and alcohol consumption.
- The regulations and internal practice of TECAM that is applicable to it due to the specific works or services contracted, even when they are carried out at the Supplier's facilities.

- Also in the Compliance part, the Supplier declares that it complies with all the requirements and applicable measures and that during the entire term of the Order or relationship it will comply with the legislation on Sanctions that is applicable and in any case the legislation on Sanctions that result applicable to TECAM, also stating that, to the best of its knowledge and belief, neither the Supplier, its business group companies, its subcontractors, employees, directors and / or agents thereof (the "Related Persons"), have been subject to Sanctions
- Sanctions should be understood as those measures of a commercial, financial, environmental, Compliance or diplomatic nature adopted by States, supra-state unions, or by international organizations, in relation to a country, or with nationals of said country, in order to maintain or restore peace, international, environmental security or pressure a natural or legal person, or a State, to comply with its international obligations.

Being within the definition of "Sanctions" the restrictive measures agreed by:

- The Council of the European Union
- Office of Foreign Assets Control of the United States Department of the Treasury (OFAC).
- In the event of non-compliance with the legislation on Sanctions by the Provider or its Related Persons, the Provider must immediately inform TECAM of the aforementioned non-compliance, specifying its scope and, where appropriate, the measures provided to correct it, as well as accepting and abide by the designated sanctioning or regulatory measures

5 CORPORATE LIABILITY

- The Supplier shall respect internationally recognized human rights that include, at a minimum, the rights set forth in:
 - The International Declaration of Human Rights [1]
 - Principles relating to fundamental rights established in the Declaration of the International Labour Organization on fundamental principles and rights at work.

Likewise, he must comply with all the provisions relating to ethical behaviour and respect for human rights that are in force in the regulations and internal practice of TECAM and of the country in which they are carried out; Specifically, he must accept and comply with the guidelines for action that TECAM includes in the "Supplier Code of Ethics and Conduct".

- The relationship between the Supplier and TECAM is of a commercial nature. The Supplier will act as an independent entrepreneur in the supply of materials and / or provision of services, and will

be fully responsible for the organization of its company, human and material resources and the selection and monitoring of Personnel, exercising the power address in accordance with the laws and regulations in force in each location.

The Provider will appoint one or more Managers, within its organization, for any matter related to the supply of materials and / or provision of services, it will communicate such designation to the respective TECAM Coordinator.

- During the supply of materials and / or provision of services, it will be the responsibility of the Supplier to request from TECAM the additional information that it needs, to notify it of the difficulties encountered in providing and / or performing them, and to take the necessary actions. to fulfil the obligations assumed on their own terms.
The supplier will assume responsibility for the characteristics of the soil and the climatological and hydrological conditions, declaring that he knows the characteristics where the work is to be carried out or the service will be provided. As well as examining, looking for defects, discrepancies and errors in the documentation, specifications that TECAM could deliver to you.
- The Supplier will provide the necessary means for the correct supply of materials and / or provision of services, without prejudice to the fact that TECAM may eventually provide equipment and materials of its property, when this is necessary to guarantee the correct supply of materials and / or provision of services, without affecting said title to the obligations assumed.
- The Supplier must deliver and sign all the documentation required by TECAM initially in due time and form, as well as any other information or document, of any kind, that is necessary in accordance with current regulations applicable to the supply of materials and / or services. of the services. All documentation must be previously signed by the Supplier as a sign of acceptance. TECAM reserves the right to verify the veracity of the documentation and information provided by the Supplier, and the latter must facilitate access to said information / documentation.
- Any verification of the documentation will not diminish the responsibility of the Supplier.
- Ensure that all materials and goods used in the supply of materials and / or provision of services (i) are adequate for the purpose for which they are intended; (ii) they comply with the applicable regulations, especially the necessary safety and environmental requirements; (iii) no restriction on their use for the supply of materials and / or provision of services in favour of TECAM falls on the Supplier or on the materials and goods.
- That it has the intellectual or industrial property rights necessary for the supply of materials and / or provision of services or, where appropriate, that it has the appropriate licenses to do so, the expenses and costs arising from it being at its own expense from the same.
- Responsibility of the Supplier, the maintenance, conservation, handling and transport of any equipment and material used in the supply of materials and / or provision of services will be at its own expense and expense, including those provided by TECAM, to the execution of the Order, until the restitution to TECAM of the same, running, where appropriate, with the risk of loss or deterioration of the same.
- Everything that happens until the delivery / reception of the materials or products will be fully assumed by the supplier.

- Obligations:
- The Supplier shall bear the risks of loss of the contracted works or of the object of the Order until the Provisional Reception takes place.
- The Supplier will be obliged to build, contribute and maintain, on his behalf, those temporary facilities and auxiliary buildings intended for the execution of the works contracted for the execution of the order. Such constructions must always be located in the areas designated by TECAM.

All the elements mentioned in the previous paragraph will be removed by the Supplier within a period of less than 15 days following the completion of the supply of materials and / or provision of services. Restoring the land and facilities as they were prior to the beginning of the same. In the event of non-compliance with the term or restitution of the areas, TECAM may make the restitution, passing on to the Supplier the expenses and compensation for the damages caused.

- The Supplier will have the obligation to indemnify and hold TECAM harmless from any damage, cost or loss, including legal defense expenses that it may suffer directly or indirectly as a result of: i) Any inaccuracy, omission or lack of veracity in its statements and / or the execution of the Order. ii) Infringement of applicable regulations, with infringements of industrial and intellectual property rights of third parties. iii) Confidentiality obligations, damage to property or injuries. iv) Administrative, labour or other sanctions.
- When the supplier is not a single natural or legal person but, a temporary Union of companies, communities of goods or any other entity lacking its own legal personality, different from that of its components, the responsibility, derived from the Order against TECAM, It will be of a solidarity nature among the people who make it up. Where TECAM may go, indistinctly and individually, against any of them to demand full compliance with all the obligations or responsibilities arising from the Order, being able to go against the common operating fund as well as the income of said entities derived from their activity and that are deposited in bank accounts in your name.
- In the event that Provider is: i) Economic interest group; ii) partnerships; iii) any other entity with its own legal personality, different from that of its components, in which the persons that comprise it are liable in an unlimited manner for common debts. The responsibility derived from the order against TECAM will be of a joint nature between the entity and the people who make it up and between the latter among themselves. TECAM may be directed, indistinctly against any of them, to demand full compliance with all the obligations / responsibilities arising from the Order, being able to go against the assets or income of said entities derived from their activity and that are deposited in bank accounts in your name.

In the event of the extinction of the previous entity, the persons who made up said entities will not be exempted from complying with any debt acquired. Having to face as many requisitions as necessary, until the total extinction of the debt.

6 PREVENTION OF OCCUPATIONAL RISKS AND COORDINATION OF ACTIVITIES

- The Supplier must comply with all the provisions in force regarding the Prevention of Occupational Risks.
- The Supplier will designate, when required by law, a duly trained safety manager, who will ensure compliance with all current regulations on Occupational Risk Prevention and Safety and Hygiene at Work, as well as the requirements and standards additional internal ones that TECAM has implemented in this matter at all times in the centers where the services are to be provided.
- In the event that the Supplier develops all or part of the services in the TECAM work center, concurring with the activity of said company and eventually other companies and / or self-employed workers, the following will apply:
 - TECAM will provide the Supplier before the start of the provision of services and / or performance of the work, sufficient information in writing about the risks of the work center where the services and / or work are to be provided, and that may affect the Supplier's activities, and the measures to be adopted when an emergency situation occurs.
 - The Supplier will take such information into consideration in the evaluation of the risks of its own activity, and in the planning of its preventive activity and will abide by the instructions and orders issued by TECAM regarding the prevention of occupational risks.
 - The Supplier will provide TECAM, and the rest of the companies and self-employed workers that carry out activities in the facilities of TECAM or in the facilities of the clients of TECAM, before the start of the provision of services and / or performance of the work, Sufficient written information on the specific risks of the activities to be carried out and that may affect them and, in particular, on the risks that may be aggravated or modified by the concurrence of activities in the same workplace.
- Once TECAM has received the information referred to in the previous paragraph, it will give the Supplier instructions for the prevention of risks in the workplace that may affect its Personnel and on the measures to be applied in case of emergency.
- o The supplier and / or subcontractor / s must provide the following documentation:
 - a) Copy of the Risk Assessment and Preventive Planning of the work to be carried out under the contract with TECAM SOLUCIONES MEDIOAMBIENTALES, S.L.
 - b) Document accrediting the preventive organization modality assumed by the company that will carry out work in TECAM (for example, Contract with an External Prevention Service).
 - c) Copy of the civil liability policy and last paid receipt.
 - d) Copy of the worker's coverage insurance according to the agreement and proof of payment (if applicable).
 - e) You must inform TECAM about especially sensitive workers (pregnant women, handicaps, etc.).

- f) TC2 / RNT forms for the month prior to the start date of the work, which includes the names of the people who will be involved in the work to be carried out or the ITA certificate (For workers with less than 1 month of service, the corresponding registration will be valid of the General Treasury of Social Security) and proof of payment.

- g) The last paid receipt of self-employed (in the event that the provider or subcontractor was self-employed)

- h) Workers' certificate indicating that they have received the INFORMATION and TRAINING according to article 18 and 19 of the LPR on the risks inherent in their job and the prevention measures to be adopted.

- i) Certificate of TRAINING according to the First and Second Cycle Agreement (metal, construction, glass, wood).

- j) CERTIFICATES OF MEDICAL APTITUDE of workers proving that they are SUITABLE for their job under the terms specified in article 22 of Law 31/1995 on the Prevention of Occupational Risks. Special attention should be paid to those jobs that by regulations it is mandatory to carry out health surveillance by workers due to the performance of activities with special risks (Jobs included in Annex I of RD 39/97 or Annex II of RD 1627/97, works with height risk, etc.)

- k) When the situation so requires (According to the specifications described with RD 39/1997 and its subsequent modification RD 604/2006) act of designation of PREVENTIVE REMEDY. (A photocopy of the certificate of completion of the basic prevention course of the assigned person must be provided)

- l) Certificate of delivery of PERSONAL PROTECTIVE EQUIPMENT.

- m) Photocopy of the certificate of theoretical - practical TRAINING for EQUIPMENT WITH SPECIAL RISK (work at height, forklifts, booms, overhead cranes, etc.).

- n) Document signed by the people who will access the facilities of TECAM Polinyà or the facilities of the client of Tecam as they receive the information on risk prevention and emergency regulations and instructions of the facilities.

- o) En el caso de utilizar subcontratas, certificar que cumplen con las obligaciones exigidas para el suministrado en materia preventiva (Requisitos anteriormente citados).

7 OBLIGATIONS AND LIABILITY OF TECAM

TECAM will have the obligation to:

- Pay for the services and works performed at the prices and conditions stipulated in the Order.
- Appoint a Coordinator to address any issue related to the supplies of materials and / or provision of services
- Provide documentation and provide the means and / or materials that may correspond as stipulated in the project.

8 PLACE AND TIME OF ORDER EXECUTION

- The supplies of materials and / or provision of services will be executed in the time, term, location and quality agreed in the order signed by both parties.
- The supplies of the materials and / or provision of the services to be provided may be made both at TECAM centers, supplier centers, as well as at the end customer's premises, or where the customer himself has designated for this purpose.
 - i. Access to designated sites (entry and exit registration, premises security regime, timetables, etc ...) will be governed by the "access control regime" established by TECAM. (without prejudice to the directive power of the Supplier over the Personnel).
 - ii. The provider will have the obligation to communicate to Tecam, the necessary data of the personnel, in order to facilitate access to them. Informing said personnel in advance of the transfer of data to TECAM and obtaining their consent in any case. Holding TECAM harmless from any responsibility derived from this lack of valid and informed consent.
 - iii. The Supplier will hold TECAM harmless from any liability derived from this lack of valid and informed consent.
- When the supplier and / or personnel must access TECAM's facilities and / or make total or partial use of TECAM's physical and logical assets, both will be obliged to comply with the TECAM Regulations applicable in each case, and the rest of the regulations that may be applicable.
- In case of delay, the Supplier will be in default without any notice from TECAM being necessary for these purposes, TECAM may apply the penalties that have been established and demand the responsibilities derived from possible damages and / or losses or where appropriate resolve the Order in accordance with the provisions of clause 20.
- TECAM may change the execution schedule or order the temporary suspension of services and / or works by notifying the Provider at any time, indicating the time that the execution is estimated to be paralyzed, with any service and / or work being immediately interrupted.

- TECAM and the Supplier will agree on the consequences that, where appropriate, result from the modification in the execution schedule or the temporary suspension of the supplies of materials and / or provision of services under the conditions and cases provided in paragraph previous.

9 INFORMATION OBLIGATIONS AND DELIVERY OF DOCUMENTATION

The Supplier must deliver to TECAM, if it so requests, and keep the following documentation updated:

- Administrative authorizations that enable you to carry out the contracted activity, including registration in the Economic Activities Tax or, where appropriate, the receipt of payment of the current annuity. As long as there is a contractual service relationship, proof of payment will be required annually.
- Certificate certifying that they are up to date with their tax obligations or any other applicable according to the local tax regulations of the supplier that justifies compliance with their tax obligations. The Supplier is obliged to inform TECAM of any postponement and / or payment instalment that he has requested from the Tax Administration. As long as there is a contractual service relationship, proof of payment will be required annually.
- In the case of Suppliers and / or subcontractors residing in a country with an Agreement to avoid Double Taxation (CDI) in force with Spain, the Supplier must deliver to TECAM a certificate of tax residence issued by its tax authorities in the sense of the aforementioned Agreement. The certificate will be renewed annually. Failure to deliver the certificate of tax residence will imply that the provisions of the CDI do not apply. Instead, the provisions of the Spanish regulations on Non-Resident Income Tax will be followed.
- Negative certification for overdrafts in the Social Security issued by the competent Body of the Administration. The Provider is obliged to inform TECAM of any postponement and / or payment instalment that he has requested from Social Security. As long as there is a contractual service relationship, proof of payment will be required monthly.
- List of the Personnel, both their own and those of subcontractors, who will provide the services and / or carry out the work, specifying the name and surname, ID and job title or functions.
- Proof of payment of the Social Security, RNT and RLC contributions, corresponding to the Personnel. As long as there is a contractual service relationship, proof of payment will be required monthly.
- In the case of intervention of foreign personnel in Spain by the supplier or subcontractor, the pertinent authorizations to work and reside in Spain must be presented.
- In the case of intervention by the supplier's personnel or subcontractors abroad, the corresponding A1 must be processed, as well as the procedures required by the country to obtain the pertinent authorizations to work.

If the Supplier or subcontractor does not hand in the certificates and supporting documents mentioned in this section, the payment of the invoices will be suspended until the aforementioned documentation is delivered to TECAM.

TECAM will not pay any invoice if the Supplier or subcontractor breaches the established obligations, understanding that the breach prevents the existence of any obligation.

10 RECEPTION OF MATERIALS AND/OR PROVISION OF SERVICES AND GUARANTEES

a. Reception of materials and / or provision of services

The provision of services and / or delivery of supplies will begin on the date indicated for this purpose and will extend for the time established in the Order. During the entire duration of the Order, TECAM may continuously monitor compliance with the Supplier's obligations and compliance with the agreed service levels. Without exempting the supplier from any responsibility.

If during the monitoring carried out by TECAM a breach of the Supplier's obligations or the agreed quality levels is observed, the Supplier will be obliged to adopt the necessary corrective measures. Failure to adopt such corrective measures may lead to the resolution of the Order at the request of TECAM and / or the contracting of third parties to perform the necessary services at the Supplier's expense.

When the receipt of materials / supplies and / or provision of services is completed. The Supplier will notify TECAM of their completion, in order to allow verification of compliance with the requirements established in the Order.

b. Reception of works

i. Provisional reception

Once the work has been completed, and once all the required documentation has been delivered, if the execution has been correct, and all the tests and installation tests have been carried out successfully, TECAM will prepare a Provisional Acceptance Certificate in accordance with the terms and conditions set forth in the Order, stating: i) the work actually executed, ii) the effective date of start and end of the same, iii) any observations that need to be noted.

As of the signing of the Provisional Acceptance Certificate, the established guarantee period will begin to run. The Provisional Acceptance Certificate will be signed in acceptance by the Supplier.

Before signing the Provisional Acceptance Certificate, the Supplier must deliver to TECAM a complete and updated collection of all the documents related to the work carried out.

If the works carried out show any defect, this or these, they will be recorded in the list of pending works that will be attached to the Provisional Acceptance Certificate, and the Supplier must rectify it within the established period.

The Supplier must redo, at its own expense, those works that are defective due to errors or omissions by the Supplier. Likewise, the costs of repair, modification or replacement of materials necessary to correct said errors or omissions will be at your expense.

If such corrective work is not carried out, TECAM may by itself or through the contracting of a third party proceed to carry them out, always at the Supplier's expense.

These obligations will also be enforceable during the warranty period.

ii. Warranty Period

Unless otherwise established in the Order, the Warranty Period for the works and, where appropriate, the services that are the object of the Order will be 24 months from the Provisional Reception. The obligation and warranty period will be applicable regardless of the inspections that TECAM may have carried out during the execution of the works.

All necessary repairs, corrections and expenses arising from the defect of materials, lack of quality or any other circumstance or from defective or inadequate performance by the Supplier in the performance of the Supplier shall be borne by the Supplier in the works and that are revealed within the Warranty Period. The warranty period will be interrupted by the time used in the respective repairs or replacements, which, in turn, will be guaranteed, as of its termination, for a period equal to 24 months.

iii. Final reception

Once the guarantee period has expired and as long as there are no TECAM claims pending resolution by the Supplier, the Final Reception will take place. Upon signing the Final Acceptance Certificate, TECAM will reimburse the Provider for the guarantees constituted not affected by payments at its expense.

Once the Final Acceptance has been carried out, the responsibilities of the Supplier included in the Order will cease, except for hidden defects and other responsibilities derived from the applicable regulations, and with the exception of the commitments then in force.

iv. Breach of the obligations of the Supplier

When the Supplier has not carried out the pertinent corrective actions, or when it does not show adequate diligence in solving the problems raised, TECAM may: (i) carry out the execution and / or rectification actions, by itself or by means of third parties, passing on to the Supplier all expenses and costs derived from them; (ii) proceed even to the total or partial rejection of the materials and / or provision of the services, requiring in this case the return of the amounts paid, the Supplier bearing any expenses that may arise.

To be compensated for the costs, expenses or responsibilities derived from the events in this clause contemplated as well as any other responsibility derived from other contractual breaches, TECAM may deduct such amounts from the invoices pending payment to the Supplier, retain the payments that are pending, proceed to the execution of the financial and / or bank guarantee/s and / or claim the amount, of the impact caused in TECAM, for such breaches. The payment or deduction of such expenses will not exempt the Supplier from the obligations and responsibilities arising from the Order.

11 INSPECTIONS

- The Supplier shall carry out its own inspections during the supply of the materials and / or provision of the services to ensure that all the requirements specified in the Order are met.
- The Supplier must inspect through the competent Control Body, those goods, equipment and / or materials used in the execution of the Order subject to legal requirements (technical regulations, safety, environment, etc.) and / or as specified in the Order. .
- During the entire duration of the Order, TECAM may continuously monitor compliance with the Supplier's obligations and compliance with the agreed service levels.
- TECAM reserves the right to carry out inspections of the materials and goods used in the execution of the Order, both at the Supplier's facilities and at those of the subcontractors. The Supplier must communicate this circumstance in writing to the subcontractors. For this, TECAM will appoint inspectors who will have free access to the Supplier's workshops and processes.
- TECAM reserves the right to verify the veracity of the documentation and information provided by the Provider where it is located or where TECAM indicates or requests it. For this, TECAM will designate inspectors who will have free access to the supporting documentation.
- Any inspection power in charge of TECAM will not exempt the Supplier's responsibility.

12 ENVIRONMENT

Taking into account the nature of the material, service or work:

- The Supplier will always and at all times comply with all current environmental provisions (European, state, regional and / or local, etc.) or that may be dictated during the supply of materials and / or provision of services, apply in each time and place, as well as the specific safety and environmental policy and regulations of TECAM.
- The Supplier undertakes that all the Personnel make correct management, reduction, segregation and identification of waste and actively participate in the implementation of energy saving measures and undertakes that all the personnel will comply, disseminate and enforce the information provided by TECAM.
- The Supplier, in the provision of the services and execution of the contracted works, undertakes to promote and enforce to its Personnel the information that TECAM provides in relation to:
 - a. Implementation of energy saving measures
 - b. Reduction of waste generation

- c. Segregation, Identification and management of waste, according to current regulations, internal to TECAM and the end customer.
 - d. The correct segregation and management of your waste in accordance with current regulations.
- o The supplier acknowledges knowing:
 - a. The risks of possible environmental impacts or damages that may arise from the supply of materials and / or provision of services by the Supplier for existing natural resources and the services of said resources.
 - b. To this end, the Supplier must have procedures in place to identify, assess, record and control the environmental risks that may arise from the supply of the materials and / or provision of the services it provides and / or performs, adopting the necessary preventive measures. TECAM may at any time check and inspect said procedures as well as the preventive measures adopted and, where appropriate, require the Supplier to implement an Environmental Surveillance Plan that includes said procedures and measures.
- o In the event of any incident or circumstance that may have an environmental impact, the Supplier must:
 - a. Reveal any circumstance or environmental incident that may be observed, as well as not hide the facts, or circumstances or consequences related to the circumstance or incident, without prejudice to the legal obligations of communicating the incident to the corresponding Administration.
 - b. Adopt without delay the necessary measures to prevent, repair or mitigate any environmental impact, informing TECAM of the same.
- o In any type of Environmental sanction, the supplier will assume and face any sanctions that are awarded, of whatever type, and will exempt and compensate TECAM, from how many relationships, obligations and impediments, it may suffer at the time of the accident / incident and in the future, derived from these sanctions.

13 PRICE, TAXES AND OTHER ECONOMIC OBLIGATIONS

- o The prices included in the Order are fixed and non-reviewable, unless otherwise expressly indicated.
- o When the Order includes the payment of advances on account, the making of such advances on account will be made against the delivery of a guarantee on first demand for the same amount of the advance. In any case, the advance must be invoiced by the supplier under the conditions established in current regulations.
- o The payment of the price will not imply any waiver of the rights that may correspond to TECAM or the conformity with the supplies of the materials and / or provision of the services

- All taxes of the nature that are, present or future, that are applicable to the supply of materials and / or provision of services will be borne and paid by the Party that is legally responsible.

14 PAYMENT METHOD AND PERIOD

- All payments will be made within 60 calendar days from the invoice date, on the payment days established by TECAM or subsequent business (in the event that it is non-business). The invoice will be issued upon receipt of the materials and / or provision of the services that are the object of the Order. An essential requirement for payment is the presentation by the Supplier of the corresponding invoice and the delivery to TECAM of the documents that demonstrate the delivery of the materials and / or provision of the services as established in the conditions set out in the Order.
- The Supplier must request from TECAM the Order number, Project code and Analytical account code related to the items awarded, in order to include them on the invoice, as well as in any communications it maintains with TECAM as a result of the Order.
- In the absence of an express provision in the Particular Conditions or in the Order, the means of payment will be the bank transfer.
- Payments will be made in euros, unless another currency has been expressly agreed upon in the Order.

15 GUARANTEES AND OTHER FORMS OF WARRANTIES

Taking into account the characteristics of the supply of materials and / or provision of services, TECAM may request the following guarantees:

o Guarantees

- Guarantee for advance payments: they will be provided by the Provider in the event of advance payments by TECAM. The amount of the guarantee will be equal to the amount advanced.

- Guarantee of faithful compliance: (In the event that there is a contract signed by both parties). It will be established by the Supplier to guarantee compliance with all its obligations according to the Order, as well as the responsibilities derived from it, from the moment of the Purchase Order or Purchase Order, until the provisional acceptance of the order. If the guarantee has an expiration date prior to the date of receipt (provisional acceptance) thereof, the Supplier will be obliged to extend it one month prior to the expiration of the guarantee.

- Bank Warranty: it will be established by the Supplier to guarantee the performance of the goods or equipment supplied according to the requirements thus defined in the order, as well as the responsibilities derived from it, from the moment of provisional acceptance until the warranty period expires.

o Withholdings for guarantee

- Without prejudice to other withholdings provided for in these General Conditions, the withholding of amounts from each invoice as a guarantee will be established in the Order.
- The withholdings referred to in this section will be maintained, where appropriate, as long as the term provided for the expiration of the guarantee period is not reached.

16 INSURANCE

Without prejudice to its responsibility under the Order, and without this clause limiting it, the Supplier will subscribe and keep it in force on its own and at its expense at all times during the supply of materials and / or provision of services, and with companies of recognized financial solvency the insurances described below that will never be less than the mandatory ones according to the laws in force.

- o Health insurance and occupational accidents of its employees assigned to the supply of materials and / or provision of services, in accordance with the applicable Law, including the laws of the state of origin of expatriate employees.
- o Business civil liability insurance, including, among others, employer's civil liability, products and post-work, professional, pollution and contamination and cross, with a limit that will be set in Euros per claim in the Particular Conditions.
- o Environmental Liability Insurance with a limit that will be set in Euros per claim in the Particular Conditions.
- o If leased goods or equipment are to be used, insurance for damage to goods / equipment leased by or owned by the Supplier, with a limit of no less than its replacement value.
- o If the use of automobiles is necessary for the supply of materials and / or services, the mandatory automobile and / or passenger insurance will be required, as well as subsidiary automobile civil liability insurance, with a limit that will be set in Euros per claim in the Particular Conditions.
- o Regardless of the foregoing, the Supplier may subscribe the complementary insurance it deems necessary for the full coverage of its responsibilities according to the Order.
- o Before the beginning of the supply of materials and / or provision of services, the Supplier will deliver to TECAM a certificate of the contracted insurance. Failure to deliver the certificate will empower TECAM to resolve the Order for reasons attributable to the Supplier.
- o TECAM, at any time, may request the Provider to deliver the original of the policies, or legitimate copies, of the insurances that it has contracted, as well as receipts or proof of being up-to-date with the payment of the corresponding premiums. The Supplier will deliver all of this in a period not exceeding fifteen (15) Days.
- o The Supplier will keep the insurance in force until the expiration of the Warranty Period and will inform TECAM in writing of any incident that affects the validity and conditions of the contracted insurance.

- In any case, TECAM will never be responsible for limits, deductibles or limitations in the conditions of the Provider's policies.
- In all the insurances referred to in clause 16.1, a waiver clause of the right of subrogation of the insurance company against TECAM will be included.
- The Supplier, under its sole responsibility, will require the authorized subcontractors to maintain the same liability and insurance policy required of the Supplier. This will not exempt the Supplier from its responsibility towards TECAM.
- As soon as either party becomes aware of any circumstance that may give rise to a claim under the insurance policies mentioned in this clause, it will notify the other party of the incident and the incident will be communicated to the relevant insurance company. Each party will provide the assistance that may be necessary for the notification, preparation, negotiation and resolution of incidents.

17 PENALTIES FOR NON-COMPLIANCE

- The penalties for non-compliance by the Supplier or for non-compliance with the agreed service levels will be governed by what is established in the Order, will in any case have a criminal nature and are completely independent of the existence or not of damages.
- In any case, the penalties will be applied without prejudice to TECAM's right to demand the fulfilment of the Order and / or compensation for the damages suffered.
- TECAM may deduct, where appropriate, from the invoices pending payment to the Supplier the applicable penalties or proceed to the execution of the guarantees, without prejudice to other means to make them effective.
- The payment or deduction of such penalties and expenses will not exempt the Supplier from the fulfilment of obligations and responsibilities emanating from the Order.

18 OUTSOURCING

- The Supplier may not subcontract the execution of the Order, in whole or in part, without the prior written consent of TECAM. The same obligation rests with authorized subcontractors. In case of lack of the foreseen authorization, the character or condition of authorized subcontractor will not be recognized for any purpose, and will constitute cause for termination of the Contract.
- In cases where construction works are contracted, the Supplier may only contract with those subcontractors that meet the circumstances indicated in Law 32/2006 on Subcontracting in the Construction Sector and in the regulations that develop it.
- In any case, subcontracting will not give rise to any contractual relationship between TECAM and the subcontractors. Subcontracting will not exonerate the Supplier from any of its contractual responsibilities or obligations, and will also be liable to TECAM for the acts, faults and negligence of any of the subcontractors, or of the agents and their Personnel.

- The Supplier is directly responsible to TECAM for compliance by its subcontractors, authorized or not, with the provisions of these General Conditions, holding TECAM harmless from any breach of the same.
- All the obligations and responsibilities referred to in these General Conditions will also be demanded by the Supplier from the authorized Subcontractors, and must prove to TECAM, whenever it requests it, their compliance.

19 ASSIGNMENT OF ORDER AND ASSIGNMENT OF CREDIT

- The Supplier may not assign the Order totally or partially, nor any of the obligations derived from it without the prior consent of TECAM.
- The Supplier may only make assignments of credits, pledges, enter into factoring contracts on the credits derived from the supply of the materials and / or provision of the services or any other form of provision on the credits to which it is entitled by virtue of the Order. , once TECAM so authorizes it in writing and in advance for each provision, authorization that will require as an essential requirement the recognition and acceptance by the assignee or the beneficiary of the pledge or the corresponding device act that will also be applicable by TECAM each and every one of the personal exceptions and any others derived from the Order that are enforceable against the Supplier.

In particular, the payment to the assignee will be made only when there are no compensable debts of the Provider, or attachments prior to the due date of the payments.

20 ORDER RESOLUTION

a. Order resolution due to non-compliance

Either party may terminate the Order in the event of non-compliance by the other party, of any of the obligations established in the Order. In particular, and in addition to those established by law, the following shall be cause for termination by TECAM, without limit:

- i. Existence of serious inaccuracies in: a) Information offered by the Supplier: Regarding its business organization, compliance with Sanctions legislation, ability to execute the Order. b) Any other aspect related to the supply of materials and / or provision of services.
- ii. Breach of delivery deadlines, defective execution due to not complying with the agreed qualities and guarantees and other conditions agreed in the initial documentation signed by both parties (following as many conditions and specifications applicable according to each nature and location, are required), in the order , referring to the supplies of materials and / or provision of services. Likewise, TECAM will penalize any deviation that is not due to force majeure situations such as weather conditions and / or pandemics.
- iii. Suspension, stoppage, lack of continuity and diligence in the supply of materials and / or provision of services, by the supplier. Although these events are due to strikes or conflicts that exceed or not, the scope of the supplier's company.

- iv. Failure by the supplier of: his obligations, of these General Conditions, of the documents that are part of the Order or of the agreed quality levels without the adoption of the necessary corrective measures. Being able, in turn, to contract third parties for the execution of the necessary services at the expense of the Provider
- v. Failure to deliver in due time and form all the pertinent documentation, related and / or derived from the supply of materials and / or provision of services
- vi. Failure to deliver the labor and tax documentation requested by TECAM, according to clause 9, sections 1 and 2, of these General Purchase Conditions.
- vii. Non-compliance with the Occupational Risk Prevention, Safety, Health and Hygiene, Environment (including waste legislation) and any other applicable regulations
- viii. Breach of confidentiality obligations or infringement of intellectual or industrial property rights of third parties, as well as breach by the Supplier or its Subcontractors of their labor or social security obligations.
- ix. Failure to deliver the guarantees or guarantees, their non-renewal, or their expiration, for any reason, prior to the fulfillment of the guaranteed obligations.
- x. The sale, transmission (inter vivos or mortis) or assignment of the Supplier's company or company, or its transformation into another legal entity without the written approval of TECAM.
- xi. The assignment or subcontracting not consented to by TECAM
- xii. Non-compliance with the "Supplier Code of Ethics and Conduct".
- xiii. The breach by the Provider or its Related Persons of the legislation on Sanctions.

In the event of non-compliance, the Order will be terminated and without effect from the date on which either Party informs the other of its decision in this regard.

In the cases in which the resolution of the Order is appropriate at the request of TECAM, the latter, in addition to any other that is appropriate by law, may adopt all or some of the following measures:

- a) Suspend pending payments.
- b) Carry out the guarantees that the Provider may have constituted.
- c) Retain as a pledge the goods and elements of the Supplier that were in the possession of TECAM.

b. Order resolution at the will of TECAM:

TECAM reserves the right to cancel the Order unilaterally by means of communication addressed to the Supplier. In this case, both parties will agree on the consequences arising from this advance resolution.

Neither party will be liable to the other, in any case, for indirect and / or consequential damages, loss of profit or loss of production or contracts.

In the event that the Order is terminated without the works having been fully executed, and as long as the property does not already belong to TECAM, TECAM reserves the right to request from the Supplier the delivery of the partially executed works, in the state in which they are.

In the event that there is a request for a declaration of insolvency by the Provider, in accordance with the current Bankruptcy Law, it will empower TECAM to, within thirty days, counted from when it became aware of the existence of said request, to require the Provider the accreditation

(within a period of ten days counted from the receipt by the same of the request made for this purpose by TECAM), the following points:

- That it has: Material and personal resources. Necessary and sufficient, to continue executing the Order, which you must prove.
- That it has the necessary financial means to carry out, until its completion, the contracted works. To this end, it will present to TECAM, a joint bank guarantee issued by a Bank with an office in Spain, upon first request and expressly waiving the benefits of: Excussion, order and division. According to the guarantee model that TECAM has established at the time. For the total amount of the supplies pending delivery, or another guarantee acceptable to TECAM, to guarantee, thus, the fulfilment of all the contractual obligations by the Supplier.

If within the aforementioned period of ten days, the Supplier does not prove all the points referred to in this section, TECAM will be empowered, to resolve the Order, with the right to be compensated by the Supplier for all damages and losses that said resolution I will irrogate him contractual.

21 FORCE MAJEURE

By Force Majeure is understood all those cases in which unforeseen circumstances concur, or that although foreseen, were unavoidable. That they do not depend on the will of the parties or that they escape their control, and that they cannot be avoided by them, and cause the impossibility of fulfilling, in whole or in part, the obligations of the parties or make it extremely onerous for the party affected said compliance, provided that there was no negligence or fault of the affected party

- Neither party will be held liable for the breach of any of its obligations derived from the Order as long as its execution is delayed or made impossible as a result of Force Majeure.
- The suspension of contractual obligations will last, as long as the cause that originated the force majeure remains. The party that suffers this, must immediately inform the other. But no later than 48 hours after the Force Majeure occurs, as well as making reasonable efforts to resolve the cause of the suspension, in the shortest possible time.
- If the Force Majeure cause is prolonged in time so that the provision of the service or the performance of the work is frustrated due to not meeting the needs of TECAM's term, or in any case, if it lasts for more than three months, the party not affected by said situation may, with a notice of fifteen (15) days, urge the resolution of the Order.
- In no case shall a strike by any of the Personnel in the supply of materials and / or provision of services constitute an exculpatory cause of the contractual responsibilities of the Supplier. TECAM will be free to suspend the Order and contract a third party to supply the materials and / or provision of the services, affected, passing on the extra cost caused by this circumstance.

22 INFORMATION PROTECTION

a. Information Protection

All information owned by TECAM that is handled by the Supplier's Personnel throughout the execution of the Order, regardless of the medium in which it is stored, processed or transmitted and the format in which it is presented, must be protected by part of the Supplier, in accordance with the provisions, both in the legal and regulatory framework applicable in the country or countries in question, in attention to the location, where appropriate, of the means used by the Supplier, and in the Regulations Internal to the TECAM Group, so that its adequate security is guaranteed, from the point of view of guaranteeing its confidentiality, integrity and availability.

b. Confidentiality of Information and Documents

All the information that TECAM provides to the Supplier, whatever its nature and the means or disclosure medium used, must be used by the Supplier exclusively for the purposes of executing the Order, the reproduction, distribution and public communication of said information being expressly prohibited. Information in any way and the Supplier undertakes to return it in its entirety to TECAM or to destroy it and certify its destruction, at the option of TECAM, once the Order has been placed and, in any case, at the time that TECAM so requests. The Supplier will be responsible to TECAM for the improper use that the information disclosed by TECAM may be made by employees, representatives, subcontractors, suppliers, consultants or any other persons who may have access to the information.

In the event of confidential information received from third parties, TECAM and Supplier undertake to inform each other and to comply with the terms and conditions of the confidentiality obligation established with third parties, each of them having to respond to the possible misuse that, at any time, employees and other people linked to them could make such information.

The confidentiality obligations contained in this clause will be required of the Provider indefinitely.

The above confidentiality obligations shall not be deemed to have been violated in those cases in which the Provider can prove in writing that the information received from TECAM:

- I. It was lawfully held by the Provider on the date it was communicated by TECAM and provided that said information had not been acquired directly or indirectly from TECAM or third parties through the violation of confidentiality obligations;
- II. It turns out to be in the public domain on the date it was communicated to the Provider by TECAM;
- III. It falls into the public domain after being communicated by TECAM, without negligence or fault on the part of the Provider;
- IV. It would have been developed by the Provider independently and without resorting to the information disclosed by TECAM;
- V. Should be disclosed by virtue of a legal mandate, by judicial resolution, or in accordance with the rules of an administrative, economic or other type of body or entity, which are applicable to the specific case, a circumstance that must be communicated accordingly immediately to TECAM so that it can seek the appropriate legal means to prevent or limit the scope of said disclosure.

c. Personal data protection

Data communication for access control and control in the execution of the Order

If the execution of the Order requires the access of the Personnel to the facilities of TECAM, the Supplier will notify TECAM, seven days before access to the facilities of the latter, the personal identification data of said Personnel, so that TECAM may use these data in order to control the access and stay of such people in its facilities, as well as carry out risk prevention management at TECAM facilities and, in general, whatever actions are necessary for the correct execution of the Order.

The personal data of the Personnel communicated to TECAM will be the following: name, surname, ID / Passport, company to which it belongs.

The Provider must have the corresponding authorization from the Personnel, for the transfer of their data to TECAM.

The Supplier will guarantee TECAM's total indemnity against any claims and / or sanctions imposed on it as a result of the lack of valid and informed consent.

d. Data processing as Data Controller

In the course of supplying the materials and / or providing the services and / or carrying out the work, in the case of access by the Provider to personal data contained in TECAM files, the Provider must:

- I. Treat personal data from said TECAM files, in accordance with its instructions, and with the sole purpose of being able to supply the materials and / or provision of services and / or carry out the work.
- II. Not to apply or use the personal data that comes from the files owned by TECAM for a purpose other than that provided for in the Order, and not to communicate or assign them to other natural or legal persons except in the cases contemplated in the Order.
- III. Keep professional secrecy regarding the data being processed. This obligation will extend to the Personnel involved in any phase of the data processing and will continue even after the end of the relationship between the Provider and TECAM and between the Provider and the Personnel.
- IV. Delete, destroy or return to TECAM any file, as well as any medium or document that contains any personal data that is the object of the treatment, once the materials and / or services and / or works have been provided, without keeping any copies of the same, or keep, duly blocked and for the necessary legal time, those data from which responsibilities may arise from this relationship. In any case, no natural or legal person may have access to the data kept by the Provider once the contractual relationship has ended.
- V. Notify TECAM within 24 hours of receipt by the Provider of any request for the right of access, rectification, cancellation and / or opposition to the processing of personal data stored in TECAM files, and of which it is responsible for this, on the part of its Holder.
- VI. Allow TECAM to carry out inspections at the Supplier's facilities where the data is being processed, as well as the documentation and the computer and physical equipment, in order to verify the Supplier's compliance with the obligations assumed and with the applicable regulations. Regarding the protection of personal data. Said inspections will be carried out by TECAM always during working hours.
- VII. Hold TECAM harmless from any claims, damages and / or losses and / or penalties imposed or resulting, whether derived from individuals, or derived from the corresponding administrative and

/ or judicial bodies, on the occasion of actions and / or omissions attributable to the Provider in his capacity as in charge of the treatment and / or derived from the breach.

VIII. To provide TECAM with reasonable assistance in any requests, instances, requirements and any other procedures that may be necessary or convenient before the competent administrative or judicial authorities and, specifically, before the Data Protection Agency.

IX. Prepare your own security document, which identifies the file owned by TECAM to which the person in charge accesses, and incorporating the security measures applicable to the treatment in accordance with the instructions of TECAM.

X. Apply the technical and organizational measures necessary to guarantee the security, confidentiality and integrity of personal data in accordance with the regulations in force at all times, and the instructions of TECAM.

23 AUDITING

- During the supply of materials and / or provision of services, the Supplier will be subject, at all times, to TECAM's right to information.
- TECAM will have the right to carry out audits, either by itself or through third parties, in relation to compliance with the terms of the Order. TECAM will notify the completion of the audit work by giving notice in writing at least 10 calendar days before the start of such work. The Supplier will facilitate the access of the audit team to the Supplier's facilities and offices and to all the documentation related to the Order and any action in relation to them. The audit will not alter the Supplier's responsibility or exempt it from fulfilling its obligations under the terms of the Order. The Supplier will keep all the files and documentation related to the Orders, including those related to any obligation contained in said documents and any possible subcontracting, for a minimum period of six (6) years from the end of the contractual relationship. Said files and documentation will be available for audit by TECAM during the aforementioned time.
- Any subcontracting carried out by the Supplier, in relation to the contract and / or the Orders placed, must incorporate the express right of the audit team designated by TECAM to carry out the audit, in accordance with the terms set forth in the previous paragraph.

24 COMMUNICATIONS

- All communications between the Parties regarding the Order will be made in writing or by the agreed electronic means and to be binding they must be signed by persons duly authorized by the sending Party.
- The parties agree to the validity of the email as a valid means of communication, for all issues related to the daily management of the relationship with the Provider.
- For all other issues that go beyond the daily management of the relationship with the Provider, communications must be made by reliable means.

- Unless otherwise agreed, the valid address for the purposes of notifications shall be understood as the one that has been agreed upon by the parties.

25 MODIFICATIONS

Any modification to the Order must be made, approved and signed by all parties in writing.

26 SETTLEMENT OF DISPUTES AND LITIGATION

The General Conditions and the Order will be governed by Spanish law.

- Any of the questions that may arise in relation to the execution or interpretation of the General Conditions and the Order, the parties agree to submit them to the Courts and Tribunals of Barcelona.