

1. AREA OF APPLICATION. These General Conditions will be applicable to all acquisitions and contracts for materials and/or services made by any company contracted (the “**Supplier**”) by any company which belongs to STRUGAL GROUP (hereinafter “**STRUGAL**”) and they entail the express exclusion of any other documents originating from the same, unless otherwise agreed.

Any exceptions to any of these General Conditions by the Supplier will be valid, solely and exclusively, if -once they have been made and communicated to STRUGAL and the latter expressly accepts them in writing, with them only being applicable for the order or specific period for which they have been accepted, with them not covering any other orders or contracts.

Any general contracting conditions incorporated or that could be incorporated by the Supplier to the Offer or in any other documentation related to the project which justifies the application of these General Conditions, shall become null and void with the signing of this General Conditions and, therefore, shall not apply.

2. SCOPE. The scope of these General Contract Conditions covers, in addition to that detailed in the order (the “**Order**”), everything necessary up to the full provision of the service and/or final supply of the materials in usable conditions and in perfect condition and working order, in accordance with the technical specifications established (the “**product and/or service requested**”).

The Order will be considered accepted for all purposes by the Supplier and will automatically become a definitive supply and/or service contract, subject to these conditions, provided that it has not been explicitly returned to STRUGAL, rejecting it in writing, in a term not in excess of seven (7) days counted as from its date of issue. Express or tacit acceptance of the Order by the Supplier entails the total acceptance of these General Contract Conditions, which will govern the relations between the parties. STRUGAL may review and/or modify the content and the dates of delivery or effective service of its Order(s), introducing changes or complements thereto, as well as make annexes to complete them by means of the issuing of an Order modification, which must be accepted by the Supplier. It will be understood as having been accepted if, during the five (5) days as from the issuing of the Order modification, the Supplier has not rejected it due to reasonable and justified causes.

3. PRICES. The prices agreed are fixed for all purposes and will remain unchanged by the Supplier, with it not being possible for them to be reviewed or varied in any manner, irrespective of the time that has elapsed up to the total supply of the materials or the ending of the services that form the object of the agreement.

The price include all that which forms the object of the contract and everything that the Supplier must provide or do to execute the same, including, where appropriate, expenses caused by verification of the quality of materials, packaging and transport to the place of delivery and regarding the services to be addressed by the Supplier.

The price is agreed taking into account that the delivery of the product requested, where appropriate, will be made under the terms and conditions of INCOTERMS 2020 foreseen in the relevant Order, at the address indicated by STRUGAL, due to which this incoterm will be the one applicable to this agreement, unless otherwise agreed between the Parties.

4. INVOICING AND PAYMENT CONDITIONS.

The issuing of all invoices must be sent to the e-mail address communicated by STRUGAL through any way. The payment terms (period and way of payment shall be foreseen in the corresponding Order).

In no case may the Supplier assign to any third parties the collection or credit rights derived for it from the agreement subscribed with STRUGAL, or carry out any other operations that suppose any disposal, by any title, encumbrance, commitment and/or transaction, in full or in part, on the mentioned rights or credits, unless it has previously obtained conformity in writing from STRUGAL expressly each transaction.

In case of downpayment and if it is requested by STRUGAL, the Supplier is obliged to deliver to STRUGAL a first demand bank guarantee issued by a solvent known bank to ensure the full compliance of all the obligations undertaken by the Supplier till the full compliance of the services requested or till the satisfactory installation and commissioning of the products delivered, if applicable.

5. SHIPMENT CONDITIONS. As appropriate, the product requested must be packed appropriately for its transportation and storage, with all of this to be paid for by the Supplier, with the latter being responsible for any damages attributable to inappropriate protection or transport (in case that these obligations will be complied by the Supplier according to the applicable incoterm). Shipments must be accompanied by a delivery

note with details of the goods included in the shipment and a certificate of quality for the goods delivered.

6. DELIVERY. The delivery of the product requested and/or effective provision of the service must be carried out on the date, at the place and in the conditions agreed in the Order. The Supplier undertakes to meet the delivery dates. STRUGAL reserves the right to inspect all the services to be provided and products requested and acquired.

For this purpose, STRUGAL will have the right to carry out, at any moment during the period of execution of the agreement, any inspections that it considers necessary to demonstrate the fulfilment of the service and/or provision and its documentation, at any place, including wherever the products requested are being manufactured and stored. The Supplier assumes liability for any risks of loss or damage to the product requested, with these to be paid for by the Supplier.

The Supplier assumes full responsibility for the fulfilment of the obligations of its sub-contractors.

The Supplier must demand of its subcontractors free access to their premises for the representatives of STRUGAL.

Should the Supplier transfer any activities to sub-contractors, it is to guarantee the competence of the subcontractor and the potential production capacity to make the parts or serve the Order assigned, as well as the correct and complete transfer of all requirements established by STRUGAL. Nevertheless, STRUGAL reserves the right to apply directly any penalties which, where appropriate, may be established, against the Supplier, in the case of any deficiencies in quality or delays in the service and/or supply.

The Supplier must maintain an appropriate system that allows for each material and/or product to be distinguished and recognized by means of their identification as compared with others similar.

7. DELAYS IN FULFILMENT. Where appropriate, In the case of any delay in fulfilment of any of the milestones provided and/or delivery of mandatory fulfilment for the Supplier, the latter must pay STRUGAL the agreed penalty without detriment to the entitlement of STRUGAL to terminate the agreement whenever the delay is equal to or greater than three (3) weeks, with this entitlement being accumulative with and not a substitute for, the payment of the penalty. For the purposes of this clause and this indemnity, the reference to weeks will be understood as being to calendar weeks and the penalty will

be prorated in those cases in which this is applicable.

8. OBLIGATIONS OF THE SUPPLIER. The Supplier undertakes to be accountable and to assume responsibility for any damages that may be caused to STRUGAL or to the personnel of the latter, or persons associated with the same, due to any of its actions or omissions. The Supplier maintains its responsibility with respect of any faults or failures to fulfil in this regard, even when the product requested or the process applied has been inspected, verified, proven and/or accepted by STRUGAL and/or the fault is detected subsequently to said actions.

The cost of replacement or repair, and any expenses caused for STRUGAL due to this reason will be paid by the Supplier, including whenever these have to be executed outside its premises. Any adjustments, tasks, repairs or substitutions must be made with the term indicated by STRUGAL, in the manner proving to be the least detrimental. Otherwise, STRUGAL may carry out the work itself via third parties, with this to be paid by the Supplier, without the loss of the guarantee over the product or service requested.

The Supplier undertakes to comply with the enforce in respect of its employees, and where appropriate, any contractos and assignees, valid legislation in the area of tax, labor, social, security, occupational health and safety, and the environment, and any other kind that may be applicable to it, as well as to respect -in the case of activities performed in the premises of STRUGAL-, the Occupational Health and Safety policies adopted by STRUGAL.

For this purpose, STRUGAL may ask the Supplier for any documentation, of a technical and/or legal character, that proves to be necessary for the provision of the supply or service, in conformity with the legislation in force at any moment.

Non-fulfilment of said obligations or the partial fulfilment of the same will constitute sufficient cause of the contractual relationship between the parties.

9. GUARANTEE. A guarantee period of one (1) year is established for the products or services requested, except in those cases in which a higher term is established by law or by agreement between the Parties. The guarantee period will commence on the date of acceptance of the product requested or the effective execution of the service contracted. This guarantee period will be understood as having been extended during any time dedicated to any corresponding repairs or substitutions necessary, with these, in turn, to

be guaranteed, once finazed, for a period of time equal to the initial guarantee period.

10. INTELLECTUAL AND INDUSTRIAL PROPERTY. The Supplier guarantees to STRUGAL and is under the obligation to accredit by documentation to the same, should it be required to do so, that it has all of the documentation that entities or authorizes it to sell the product requested, and therefore, that it does not enter into conflict with any legal requirements or contracts with third parties and this does not suppose the infringement of any third-party intellectual property rights or the occurrence of any case of unfair competition. Should, due to the fault or negligence of the Supplier and as a consequence of a lack of any of the documentation mentioned, STRUGAL be in any manner damaged or hampered by the use of the product requested, the Supplier (i) is to maintain STRUGAL unharmed by any claims made by third parties; (ii) will be responsible for any damages that are caused, and; (iii) additionally, it will pay a penalty equivalent to the full amount of the contract that forms the object of the supply.

All information and know-how provided by STRUGAL to the Supplier for the performance of the works is to be used by the Supplier exclusively for the purposes of serving the Order. The Supplier undertakes to process this information with a strictly confidential nature. The Supplier undertakes to maintain this information in perfect working order and custody, undertaking to return it to STRUGAL upon the first request made by the latter.

11. TERMINATION OF THE AGREEMENT. The present General Conditions will be in force the day of its signature and conclude when the Guarantee foreseen in clause 9 ends. These General Conditions shall terminate upon the concurrence of any of the following circumstances:

- a) The breach of these General Conditions or its late fulfillment by the Supplier when the delay is superior to 3 weeks (each week means each natural week) In any case, STRUGAL will have in his right to claim damages.
- b) The non-payment by STRUGAL of the invoices sent by the Supplier, provided that (i) the bill has been sent on time, with the required format (specially including the related first demand guarantee) and by the price set on the present General Conditions, (ii) having past the paying period and having been STRUGAL required to payment by the Supplier, STRUGAL has not paid the invoices off within the next forty (40) Business Days,
- c) Any other breach of these General Conditions and/or the Offer or Order tems, that cannot be remedied or that having the possibility of being

remedied, are not remedied by the non-performing Party when it has been required to do so by the other Party within the next fifteen (15) Business Days from the requirement.

d) Because of one or more events of force majeure whose duration or durations imply a delay in the delivery of the products or provision of services of more than 60 Business Days, although there is no right to damages in favor of STRUGAL.

12. INSURANCE. The Supplier undertakes to enter into a contract with an insurance company of recognized solvency for a civil liability policy to cover any damages that the Supplier, its employees and/or other related persons. Said policy must cover a minimum sum of two million euros (2.000.000 €). Should STRUGAL so require, the Supplier must present it with a ceriticate proving the contracting and validity of the aforementioned policy.

13. CONFIDENTIALITY. The Parties agree to maintain thse General Conditions confidential, as well as their terms, documents and information derived from or related to the same, due to which they may not reveal any of their aspects to any third parties other than the members of its management body or its top management or any persons who participate professionally in the performance of the supply contracted.

14. LEGISLATION AND JURISDICTION. These Genearl Conditions will be governed by Spanish law. Any disputes arising from these General Conditions or related to the same, including any questions relating to the their existence, validity, execution or termination, or any others relatd to the General Conditions shall be definitively before the Courts of Seville.