

GENERAL TERMS AND CONDITIONS OF CONTRACTING FOR THE SAPA PLACENCIA GROUP

1. Scope

These General Terms and Conditions of Purchase (“General Conditions”) regulate the supply to the companies belonging to the SAPA PLACENCIA Group (“SAPA” or the “Client” interchangeably) of all types of goods, equipment, materials (hereinafter, the “Goods”) and services (“Services”) by the suppliers (“Suppliers”) and form part of the contractual documentation for the purchase of Goods or the provision of Services.

The requirements stated in these General Conditions are mandatory for supplying SAPA. While this document remains in force, its content is binding, even if it has not been explicitly referred to in the corresponding documentation for each supply of Goods or provision of Services.

The Supplier, before or at the time of submitting its offer, must declare that it has been provided with and is aware of these conditions. The Supplier consents to their incorporation once this document is signed by all contracting parties in accordance with the provisions of Article 5 of Law 7/1998, of April 13, on General Conditions.

Both the offer and the Purchase Order that may be sent (hereinafter, the “Purchase Order”) will refer to these General Conditions and will be considered a contract between the parties. Any modification or exception to these General Conditions by the Supplier will only be valid if it has been made in writing prior to contracting and expressly accepted in writing by SAPA and will only apply, if applicable, to each order or contract. The General Conditions will apply to all terms that have not been expressly regulated in the Particular Conditions of Purchase (hereinafter, the “Particular Conditions”) or, if applicable, in a Framework Agreement in relation to which they have been agreed upon, not extending to other orders or contracts.

2. Order of Priority

2.1. The relationship between the Supplier and SAPA will be governed according to these General Conditions, which will be considered accepted by the Supplier at the time of its express or tacit agreement to the Purchase Order and therefore to the order placed,

unless special circumstances occur, which will be expressly stated in a separate document.

2.2. These General Conditions may be supplemented by Particular Conditions or a Framework Agreement, specifically established for one or more specific Purchase Orders. In case of discrepancy between the two, the provisions of the Particular Conditions or, if applicable, the provisions of the Framework Agreement will prevail.

2.3. The signing of the Supplier's sales forms or the existence, if applicable, of the Supplier's general sales conditions, does not exempt the application of these General Conditions, which will prevail in any case, unless SAPA expressly accepts in writing the stipulations therein along with the express partial or total repeal of these General Conditions.

2.4. References to any statute, regulation, or legal provision will be interpreted, unless the context requires otherwise, as a reference to that statute or provision and its subsequent amendments.

3. Receipt and Acceptance of the Purchase Order. Binding Contract

3.1. SAPA will consider the Purchase Order received by the Supplier when the acknowledgment of receipt is stored on the SAPA email server. If the Supplier accesses SAPA's supplier portal, the acknowledgment of receipt will be issued electronically.

3.2. The Purchase Order issued by SAPA will be considered accepted and the contractual relationship perfected between the parties when the Supplier manifests it via email or, tacitly, within 10 calendar days from the date of the order extension or by the mere tacit execution of the Purchase Order by the Supplier. Once the Purchase Order is accepted, the contractual relationship between SAPA and the Supplier will be considered concluded and effective from the date of receipt of the Purchase Order by the Supplier. In case of doubt about the interpretation of the content of a Purchase Order, the Supplier will request written indications and instructions from SAPA and will act accordingly.

3.3. SAPA will have the right to revoke a Purchase Order until it has received an acknowledgment of receipt of it.

3.4. The acceptance of the Purchase Order will be without conditions. To avoid doubt, no divergent contractual condition mentioned by the Supplier in its written acceptance of the Purchase Order nor any other communication from the Supplier will form part of

the contractual relationship, nor will they be binding on SAPA unless SAPA's authorized representatives have expressly accepted them in writing. The receipt of Goods or Services delivered or any possible payments made will not constitute tacit approval or acceptance of such divergent conditions indicated by the Supplier.

3.5. Purchase Orders may be issued as a blanket order, in which case they will not refer to fixed quantities or quantities of Goods or Services. The contracted quantities and delivery dates or deadlines will be defined by SAPA through the issuance of delivery plans ("Delivery Plans") to the Supplier. The Supplier must express written acceptance of the document within two (2) calendar days, whether it be the Purchase Order or each Delivery Plan. The Delivery Plan will be considered accepted if the Supplier does not notify SAPA of the rejection within the previously indicated period, and will be obliged to supply the requested quantity of Goods and/or Services within the required delivery period.

4. Price, Taxes, and Payments

4.1. Prices are fixed, firm, and non-revisable and include all Goods and/or Services subject to the Purchase Order. Unless otherwise stipulated in any Purchase Order issued by SAPA, the scope and price of the supply of Goods or the provision of Services will be understood to include the documentation, labor (including execution, construction, and assembly), and/or equipment (including software and hardware, tools, models, molds, and spare parts), wages, insurance, consumables, transportation, packaging and labeling, accessories, devices, cranes, and other necessary tools, intellectual property payments, costs derived from inspections, tests, and other certificates specified in the Purchase Order, exchange rates, taxes, duties, and any other charge necessary for the execution of the Purchase Order.

4.2. The Supplier will add the value-added tax (or equivalent) to the price at the rate and in the manner prescribed by applicable legislation. SAPA will not assume any responsibility towards the Supplier regarding any other tax, rate, contribution, or duty for which it is not a taxable entity as a result of the required Goods and/or Services. If SAPA is required to withhold a tax or charge under applicable laws or regulations, it may withhold and deduct such tax or charge from the price before making the payment to the Supplier.

4.3. In the case of an international Purchase Order that may be subject to a withholding tax treaty, the Supplier must present a certificate of residence according to the applicable tax treaty to avoid Double Taxation, which will be renewed later if necessary.

4.4. Upon delivery of the Goods and/or Services, and once the delivery note proposal or proforma and Goods or Services inspected by SAPA without objections have been received and registered, SAPA will register the delivery note and the Supplier will send SAPA an invoice under the terms of the registered delivery note, including all legally established requirements and the Purchase Order reference number, as well as any other code or reference included by SAPA in that Purchase Order to identify the supply. If these requirements are omitted, SAPA will not pay the corresponding invoice. Copies of the invoice will be marked as duplicates.

4.5. To the extent that the Supplier must provide documentation on material tests, test records, quality control, or other documents, this will be one of the requirements for the delivery or provision to be considered completed. SAPA will have the right to deduct or withhold any payment, to a reasonable extent, for defects, in which case the payment period will begin to run after the complete rectification of any defects.

4.6. At SAPA's request, invoices will be grouped into a single invoice that includes all deliveries made over a reasonable and determined period. Invoices for Goods and/or Services that do not meet the requirements indicated in these General Conditions will not be processed, nor if the date of the invoice is earlier than the date of its corresponding delivery note.

4.7. SAPA will have the right to withhold payment if the delivered Goods and/or Services do not meet the requirements established in these General Conditions and/or in the Purchase Order, and to deduct from any payment due to the Supplier any damages for delay in delivery applicable under these General Conditions. If the supplied Goods and/or Services contain deficiencies, SAPA agrees to make the payment when all deficiencies in the supplied Goods and Services have been remedied.

4.8. Unless otherwise provided in the Particular Conditions of the Purchase Order, the method of payment will be by (i) direct debit, (ii) bank transfer, with a payment period of sixty (60) calendar days (for the rest of the suppliers), or (iii) promissory note. The payment period will begin to run from the moment SAPA receives the Supplier's invoice, provided it is correct and the Product delivered or the Service completed as agreed.

4.9. Payments that may be made before acceptance is completed will be considered conditional on it and on account of the price.

4.10. SAPA will be entitled to deduct from the price any other amount owed by the Supplier.

4.11. Payment does not constitute recognition by SAPA that the corresponding Goods and Services have been provided in accordance with the Purchase Order (including quantity or quality). SAPA will only be considered to have defaulted on payment if it has not been made on the due date and after receiving an explicit and written claim.

4.12. If SAPA defaults on the payment of an invoice, default interest of 1.5% per annum will accrue as the sole remedy for non-payment to which the Supplier will be entitled, without any other amount being applicable as interest.

5. Variation of Purchase Orders

5.1. Modifications, additions, or variations to the Purchase Order proposed by the Supplier will only take effect if SAPA confirms them in writing.

5.2. If at any time SAPA needs to vary the Goods and/or Services requested, it must notify the Supplier, and the Supplier will send, within no more than two (2) calendar days, a written statement on how such variation would increase or decrease the dates, deadlines, or milestones, the billing, and any other information that SAPA may reasonably request. The Supplier will not reject any reasonable variation requested by SAPA. Failure to comply with this obligation will give SAPA the right to terminate the Purchase Order without penalty or indemnity.

5.3. The application of any variation in the Goods and/or Services will be subject to prior written agreement between the parties. The Supplier will not carry out any variation unless SAPA expressly indicates so in writing. The acceptance of the delivery of Goods or Services or any possible payments made will not constitute tacit approval or acceptance of such variations.

5.4. When a change directly affects the prices or delivery schedules of the Goods or Services, the parties must agree on an equitable adjustment. If, despite reasonable and good faith efforts, the parties fail to agree on the amount of the adjustment, SAPA may terminate the Purchase Order at any time without charge or liability regarding the affected Goods and Services.

6. Import and Export Requirements, Certificates of Origin, Proof of Payment of Special Taxes, Export Restrictions

6.1. The Supplier must comply with all import and export controls, customs duties, foreign trade regulations, and other requirements and provide SAPA, upon request, with the relevant information or documentation on their compliance.

6.2. The Supplier will keep SAPA duly informed of possible changes in the status of the supplied Goods and/or Services provided after such delivery or provision obligation has been fulfilled.

6.3. The Supplier must communicate to SAPA, in writing without undue delay, any information or data that SAPA may require to comply with foreign trade regulations, in the case of export, import, or temporary or definitive re-export.

6.4. Without limiting the generality of the foregoing, the Supplier must promptly provide the relevant authorities, duly completed and signed, with any documents that customs administrations or authorities in the country of receipt or other applicable regulations on export and/or import licenses may request. This also applies to documents relevant to special taxes.

7. Delivery, Delays, Marking of Goods, Title, and Risk

7.1. Delivery

7.1.1. The Goods and/or Services will be delivered on the dates (the “delivery date”), with the rates, and at the places specified in the Purchase Order. Delivery may be made directly to an SAPA customer or supplier if specified in the Purchase Order. SAPA may reject or alter the dates, rates, and destinations by giving reasonable written notice.

7.1.2. Any shipping condition budgeted in relation to the delivery of the Goods must comply with the latest version of the Incoterms of the International Chamber of Commerce. If the Particular Conditions of the Purchase Order do not define any condition for delivery, the default Incoterms are CIP, carriage and insurance paid to the agreed destination for domestic and intra-community transactions, and DDP, delivery duty paid to the agreed destination, for extra-community transactions. Delivery and execution times will be considered essential.

7.1.3. The Supplier must provide, at the time of delivery of the Goods, a correctly completed delivery note identifying the Products by batches, codes, and any other references that certify their traceability, indicating the Purchase Order number, amount, SAPA reference, the line or position to which the delivery corresponds, the date, and, if applicable, the observations and any other documentation referred to in the Purchase Order.

7.1.4. It is the Supplier's responsibility (i) to verify the accuracy of the references and quantities indicated on the delivery note, as inventory discrepancies cannot be attributed to undetected documentation errors at the time of delivery; (ii) to inspect the Goods and immediately inform SAPA of any detected defects or non-conformities.

7.1.5. Delivery will not be completed until the agreed quantity specified in the Purchase Order has been delivered. Partial deliveries will not be allowed unless agreed upon in

writing by SAPA. SAPA reserves the right to return any excess quantity to the Supplier at the Supplier's expense and, if the quantity of Goods supplied is insufficient, SAPA may insist on the delivery of the ordered quantity or terminate the contractual relationship. Upon request, the Supplier will reimburse SAPA for all expenses incurred as a result of such actions.

7.1.6. If Products are delivered to SAPA in excess of the ordered quantities, SAPA will not be liable for paying for the excess, and any excess retained by SAPA will be at the Supplier's expense and risk. The Supplier will promptly collect any excess or rejected Goods at its own cost.

7.1.7. Any Service provided by the Supplier must meet the highest industry standards and be provided by qualified and trained personnel, considering the object and scope of the Service.

7.1.8. In the case of receiving quantities exceeding those reflected in the Purchase Order, the excess will be returned to the Supplier, and the shipping costs will be at the Supplier's expense.

7.2. Delays

7.2.1. Failure to meet the delivery date specified in the Purchase Order will constitute a material breach of the Purchase Order. The Supplier must inform SAPA sufficiently in advance, and never less than 10 calendar days, when it foresees a delay in the delivery date of the Goods or Services. Partial deliveries or quantities exceeding the requested amounts will not be accepted unless indicated in the Purchase Order or expressly requested in writing. Partial deliveries will be considered late deliveries and can only be completed when all Goods or Services have been delivered.

7.2.2. Notwithstanding the foregoing, if the Supplier fails to deliver according to the Purchase Order or if it notifies SAPA that it foresees that the delivery date will not be met, SAPA reserves the right to cancel the Purchase Order or part of it without charge or liability and reserves all rights to claim incurred costs and damages, including, but not limited to, the right to purchase substitute Goods or Services from another supplier and hold the Supplier responsible for the costs incurred as a result.

7.3. Marking, Packaging, and Delivery Documentation

7.3.1. The Supplier must ensure that all Goods are properly marked in accordance with applicable legislation, the provisions of the Purchase Order, and SAPA's instructions. Unless otherwise specified, CE marking will be mandatory.

7.3.2. Goods marked with any trademark, logo, sign, or decorative design used by or owned by SAPA or its Clients ("SAPA trademarks") may not be sold to any third party or

used by the Supplier without SAPA's prior written consent. The Supplier must remove SAPA's trademarks from all Goods rejected by SAPA or not delivered to it.

7.3.3. Goods will be appropriately packaged to ensure they arrive at the delivery locations undamaged and in good condition, considering their characteristics and the type of transportation.

7.3.4. Goods will be accompanied by the corresponding delivery notes or documents indicating the following information:

- Supplier number assigned by SAPA.
- Purchase Order number.
- Full code and name of the material.
- Actual quantity sent.
- Date and document number.
- Number of packages, net weight, and gross weight.

All instructions, warnings, safety data, and other data for the use of the Goods will also be provided.

If these requirements are not met, SAPA reserves the right to return the delivery and the associated invoice, as these data are essential for its organization.

7.3.5. For the delivery of components, assemblies, or Goods sensitive to electrostatic discharge (ESD), the packaging must be appropriately marked.

7.3.6. If any of the Goods and/or Services contain hazardous substances or require special precautions to ensure safety in handling, transportation, storage, or use and to protect the environment, the Supplier must provide specific written details about the nature of such substances and the precautions to be taken before delivery. The Supplier must ensure that before shipment, the appropriate instructions and warnings are clearly and prominently marked on the Goods or securely attached to them, as well as on the containers in which they are packed.

7.4. Title and Risk

7.4.1. The Supplier guarantees that it has valid title to the Goods and/or Services, acknowledges that the Goods and/or Services may be transferred to a third party, and guarantees that SAPA can provide such third party with a valid title. Without prejudice to SAPA's right of rejection and the application of the applicable Incoterm, the transfer of risk and title of the Goods to SAPA will occur when SAPA receives them at the destination specified in the Purchase Order and according to the agreed Incoterm. Such transfer of risk and title will be conditioned upon the full acceptance of the Goods after SAPA's quality checks for deliveries with installation and/or commissioning, and for the Services, the transfer of risk to SAPA will occur when SAPA issues its acceptance.

8. Inspection, Acceptance, and Rejection

8.1. The Supplier guarantees that it has inspected and tested the supplied Goods to ensure they comply with the Purchase Order before delivery and will provide SAPA with certificates of origin and/or test certificates.

8.2. If the Goods and/or Services do not comply with the Purchase Order, SAPA may notify the Supplier in writing within a reasonable time that it rejects them and, without prejudice to its other rights, may at its sole discretion require the Supplier to comply with the Purchase Order by promptly replacing or repairing the rejected Goods or correcting or remedying the rejected Services. If SAPA does not raise any objections within one (1) year from the delivery date, the Goods or Services will be considered accepted.

8.3. Rejected Goods may be returned to the Supplier, who will bear the impact and cost of the return.

8.4. All Goods and/or Services considered defective or that do not meet any of the guarantees provided by the Supplier will be fully executed again at the Supplier's expense. In urgent cases or if the Supplier fails to fulfill its obligation to repair defects, SAPA will have the right to take the necessary measures at the Supplier's expense to repair such defects itself or delegate the repair to a third party. SAPA will also be entitled to take all necessary or advisable measures to prevent or reduce damages. In both cases, SAPA will inform the Supplier as soon as reasonably possible. The Supplier's warranty obligations will not be affected, except in cases where the defects are attributable to the measures taken by SAPA or a third party.

8.5. SAPA reserves the right (without obligation) to inspect or test the Goods or Services at any stage, before delivery (including during the manufacturing process or tests), upon prior notice. The Supplier must grant access to the premises and facilities reasonably required by SAPA for such inspection.

8.6. The Supplier, in compliance with ISO 9001, grants SAPA, SAPA's clients, and regulatory authorities access to applicable facilities and documented information at any level of the supply chain, as well as the right to conduct tests or inspections by SAPA, without this implying acceptance of the Goods and/or Services.

8.8. The conduct of tests or inspections and acceptance by SAPA or the end-user will not be considered a waiver of SAPA's right to demand compliance with the Supplier's legal or contractual obligations.

9. Quality, Compliance, and Warranties

9.1. The Supplier guarantees that all Goods and Services supplied, as applicable in each case: (i) will comply with the quantities, qualities, specifications, descriptions, and other

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particulars included in the Purchase Order; (ii) will comply with the samples, design criteria, drawings, descriptions, requirements, and specifications that SAPA may provide; (iii) will be suitable for the intended use, expressly or implicitly communicated to the Supplier; (iv) will be free from any defect, lien, encumbrance, or claim of ownership; (v) will be executed in an appropriate and skilled manner by qualified and experienced personnel; (vi) will meet the highest industry standards; and (vii) will comply with all applicable laws relevant to the Goods and/or Services and that affect the obligations and execution, including those related to manufacturing, packaging, storage, and delivery of the Goods and/or the performance of the Services.

9.2. The Supplier guarantees that it has all necessary permits and licenses to sell the Goods and/or provide the Services to SAPA and that it complies with all relevant laws, regulations, standards, and codes of practice affecting its obligations and the execution of the Purchase Order. The Supplier will provide SAPA, upon request, with information or documentation regarding this compliance, as well as any other information or documentation required to enable SAPA to comply with all applicable laws, regulations, and requirements for receiving and using the Goods or Services.

9.3. The Supplier guarantees that all Goods are new and original and contain no used or reconditioned parts, nor any counterfeit elements. Any inspection or test by SAPA will not diminish or otherwise affect the Supplier's obligations.

9.4. Without prejudice to SAPA's rights under the Purchase Order and the law, the Supplier offers a defect warranty for the delivered Goods for the longer of (i) the Supplier's normal warranty period or (ii) one (1) year (or the duration indicated in the Purchase Order) from the date of receipt or acceptance by SAPA (whichever applies). For the Services, the warranty will extend for the longer of: (i) the Supplier's normal warranty period or (ii) one (1) year (or the duration indicated in the Purchase Order) from the date of receipt or acceptance by SAPA (whichever applies).

9.5. The breach of any of the warranties in this clause will entitle SAPA, without prejudice to its other rights, to terminate the Purchase Order and claim damages, costs, and expenses (including legal costs), as compensation.

9.6. Batches of Goods and/or Services that are wholly or partially rejected by SAPA's quality services will be returned to the Supplier at the Supplier's expense and risk, and such deliveries will not be considered made for any purpose. Depending on the case, SAPA may:

- Reject the Good for replacement in the same quantity.
- Reject the Good without replacement by the Supplier.
- Reject the entire batch, canceling the Purchase Order, and may also claim damages as applicable.
- Reject, at the Supplier's expense, the quantities necessary to avoid the damages that could result from the partial or total return of the delivered quantity.

9.7. Even if the Supplier has not received a notice of rejection before the Goods are used, SAPA reserves the right to return those that are found unusable due to manufacturing defects, while also issuing the appropriate charge. Additionally, the Supplier will bear 100% of the charges for reprocessing, selection, or other actions motivated by deficiencies in the supplied product.

9.8. The Supplier will carry out continuous improvement actions to offset possible increases in its internal costs and maintain competitiveness at the international market level.

10. Issued Material

10.1. All materials issued by SAPA will remain the property of SAPA. Issued Goods may not be delivered to third parties or used for purposes other than those indicated in the Purchase Order.

10.2. The Supplier undertakes to keep the issued materials in good condition and to separate them from its own goods and identify them as SAPA's property. While the Supplier is in possession of the issued material, it will bear the corresponding risk.

10.3. The Supplier will insure the issued Materials against all risks of loss or damage for an amount equal to their replacement cost, indicating SAPA's interest in the policy and designating SAPA as the beneficiary.

10.4. Once its contractual obligations are completed or when so directed by SAPA, the ChatGPT

11. Intellectual and Industrial Property Rights

11.7. All technologies, processes, methods, formulas, designs, specifications, patents, trademarks, service marks, copyrights, design rights, inventions, trade secrets, know-how, information relating to intellectual and industrial property, and any other confidential information (including, but not limited to, any improvement or alteration and derived work) (hereinafter, "Intellectual and Industrial Property"), whether provided by SAPA to the Supplier to enable the execution of the Purchase Order or developed by the Supplier under the Purchase Order, shall always retain their confidential nature and remain the exclusive property of SAPA. Hereby, the Supplier assigns and commits to absolutely assign to SAPA all intellectual property rights of the works carried out under the Purchase Order. Any intellectual property right transferable in the future shall belong to SAPA at the moment of its creation.

11.8. The Supplier guarantees that it will not use the Intellectual and Industrial Property or any other confidential information received and/or developed under the execution of the Purchase Order for any other purpose than strict compliance with the same. The

Supplier further guarantees that it will not use the Intellectual and Industrial Property to supply goods and/or services to third parties without SAPA's prior written consent, and that if this occurs, such supply shall be considered behavior objectively contrary to the requirements of commercial good faith, improper exploitation of the efforts of others, and a flagrant violation of trade and business secrets, all without prejudice to any other actions that may be available to SAPA under the law.

11.9. In case of infringement of third-party rights, the Supplier will obtain, at its expense, the necessary licenses or approvals for SAPA to legally use the infringing equipment, material, or process, or will replace or modify such infringing equipment, material, or process so that it does not constitute an infringement. The Supplier will indemnify and hold SAPA harmless from all liability for all damages, expenses, losses, or other financial obligations or claims presented by any person arising directly or indirectly from the alleged infringement by the Supplier of patents, trademarks, copyrights, or other intellectual property rights of third parties concerning the manufacture and supply of the Goods.

11.10. During and after the completion of the Services or the delivery of Goods subject to the Purchase Order, the Supplier shall treat all information used and/or generated with absolute confidentiality and shall not use it for any purpose other than the execution of the Service or delivery of the Good according to its terms, nor disclose or communicate it to any third party without SAPA's prior express written permission. Upon the termination of the Purchase Order, the Supplier shall return all information to SAPA or destroy it, according to SAPA's instructions.

12. Disclaimer

12.1. The Supplier will fully indemnify SAPA and its assignees, subcontractors, and customers (the "beneficiaries") from any claim, liability, lawsuit, demand, damage, loss, cost, and expense (including, but not limited to, legal costs as compensation) (i) made against the beneficiaries as a result of the Supplier's failure or lack of performance of its obligations under the Purchase Order; (ii) and resulting from death, injury, harm, or damage to persons or property caused or contributed to by the Supplier's negligence, action, failure, or omission, or that of its employees, subcontractors, or agents.

12.2. The Supplier accepts responsibility for any other claim, liability, lawsuit, demand, damage, loss, cost, and expense (including, but not limited to, legal costs as compensation) incurred by SAPA or the beneficiaries and attributable to an action or omission by the Supplier or its employees, subcontractors, or agents, or arising or associated with the supply of the Goods or the provision of the Services by the Supplier, or arising in any other way from a breach of the Purchase Order.

12.3. SAPA will have the right to deduct the above-mentioned items from any amount owed to the Supplier.

13. Supply of Counterfeit Items

13.1. It is essential for SAPA's activities to ensure the supply of original and non-counterfeit goods, so the Supplier guarantees to SAPA the supply of new, authentic, and unused goods (unless the supply of used goods is agreed upon in writing).

13.2. If any part is described within the supply volume of a Purchase Order by a supplier part number or with a product description or specified by an industrial standard, the Supplier will guarantee and ensure that the spare parts it supplies meet all the requirements of the Purchase Order.

13.3. The Supplier may only acquire items directly from original component manufacturers or authorized distributors (i.e., franchisees). SAPA does not authorize the supply of items from other sources unless previously agreed upon in writing with express reference to this clause. The Supplier will maintain a traceability method that ensures supply chain traceability to the manufacturer of all items included in the Purchase Order.

13.4. If counterfeit or suspected counterfeit goods are supplied under the Purchase Order, or these are found in any of the delivered goods according to this document, SAPA may, at its sole discretion, return the items, freight collect, to the Supplier, and the Supplier must replace them, freight prepaid, with items acceptable to SAPA under this clause, as soon as possible. The Supplier will be responsible for all costs related to the seizure, removal, replacement, and any other additional costs incurred by SAPA concerning the supply of goods in breach of this clause.

13.5. The Supplier will inform in writing those of its employees involved in the work under the Purchase Order, before starting their work, of the risk of criminal penalties related to any counterfeiting, concealment, fraud, or false statement related to the work performed under the Purchase Order.

14. Force Majeure or Fortuitous Event

14.1. Neither party will be considered responsible for the failure to fulfill any of its obligations under the Purchase Order as long as the execution of the same is delayed or made impossible as a result of a Force Majeure event. A "Force Majeure Event" is any event or circumstance beyond the reasonable control of a Party that cannot be reasonably foreseen, including natural disasters or catastrophic events such as epidemics, nuclear accidents, fires, floods, typhoons, or earthquakes, war, riots, sabotage, or revolutions, but not strikes, work stoppages, and labor disputes affecting the employees or dependent personnel of the Supplier or its subcontractor, as long as there is no negligence or fault of the affected party.

14.2. The suspension of contractual obligations will last as long as the cause of the force majeure continues. The party experiencing it must immediately inform the other party,

but no later than 48 hours after the Force Majeure event occurs, and make reasonable efforts to resolve the cause of the suspension as soon as possible.

14.3. If the Force Majeure cause continues for a time that frustrates the delivery due to not meeting the needs of the Purchase Order, or, in any case, if it continues for more than four (4) months, the party not affected by this situation may, with fifteen (15) calendar days' notice, terminate the Purchase Order.

15. Termination

15.1. The relationship between SAPA and the Supplier will end upon its expiration or by early termination. SAPA will have the right to terminate the contractual relationship early in the following cases:

- Breach by the Supplier of the current legislation, and especially, of the labor, social, or tax obligations related to the personnel assigned to the execution of the Purchase Order.
- Breach of these General Conditions or other documents forming part of the Purchase Order, including, among others, unjustified delay in the execution of the supply or service subject to the same.
- Dissolution of the Supplier's legal personality, or the sale or transfer of the Supplier or its transformation into another legal entity.
- Assignment of the Purchase Order, in whole or in part, without SAPA's prior express written authorization.
- The request for declaration of the Supplier's insolvency or a significant decrease in its financial capacity that could imply the foreseeable cessation of its payment obligations.
- Mutual agreement between the parties.

15.2. Notwithstanding the above, before SAPA receives the Supplier's acceptance, SAPA may suspend, modify, or cancel the Purchase Order without any cost or liability.

15.3. In case of a curable breach by the Supplier, if the Supplier does not remedy the breach as soon as reasonably possible and, in any case, within fourteen (14) calendar days following the date on which it was requested in writing to do so, SAPA may immediately terminate the contract if a breach cannot be remedied.

15.4. The termination of the Purchase Order will not exempt either party from the obligations existing on or before the termination date.

15.5. To avoid doubt, any termination or cancellation of the Purchase Order will not affect the software licenses granted to SAPA or its customers that remain in effect.

15.6. In case of breach by the Supplier of any established obligations, and without prejudice to the exercise of any legal actions available to SAPA, a penalty of 1% of the

value of the undelivered material per week of delay (up to a maximum of 5%) is agreed upon, without prejudice to the Supplier's obligation to pay 100% of other costs or damages arising from the Supplier's breach, line stops, special transports, etc.

16. Assignment and Subcontracting

16.1. The Supplier may not assign the Purchase Order, in whole or in part, nor any obligations derived from it without SAPA's prior written consent.

16.2. The Supplier may only assign credits, pledge, enter into factoring agreements on the credits derived from the purchase or procurement, or any other form of disposition on the credits to which it is entitled under the Purchase Order, once SAPA has authorized it in writing and in advance for each disposition.

16.3. The Supplier may not assign, transfer, subcontract, or subrogate the rights and obligations under this Contract without SAPA's prior written consent (particularly the rights derived from invoicing SAPA). The Supplier's responsibilities in relation to the Purchase Order will remain the same, whether executed by the Supplier or by an authorized subcontractor.

16.4. Obtaining a subcontracting authorization implies that the subcontractor accepts these General Conditions from the moment they begin to provide their services to SAPA. In any subcontracting case, the Supplier will be jointly and severally liable with the subcontractor for all of the latter's obligations to SAPA, who may exercise the corresponding legal actions indistinctly against the subcontractor and/or the Supplier.

16.5. SAPA is expressly authorized by the Supplier to assign to any company in its group all or part of its rights and obligations.

16.6. The assignment of credits related to SAPA or any compensation or counterclaim is not permitted.

16.7. The Supplier must notify SAPA at least thirty (30) calendar days in advance of any change in the ownership or control of the Supplier. The Supplier must provide the identity of the potential new owner or controlling party along with the information about the transaction that SAPA may request.

17. Insurance

17.1. Notwithstanding its responsibilities under the Purchase Order and without limitation in this regard, the Supplier must take out at its own expense and maintain in force at all times during the term of the Purchase Order (including the warranty period), with financially sound companies, the corresponding insurance policies for an amount sufficient to cover the risks associated with the execution of the Purchase Order.

17.2. The Supplier must indemnify all personal or material damages caused to SAPA or third parties as a result of the execution of the Purchase Order, or, where appropriate, repair or replace the damaged goods, provided that the nature and purpose of the same permit.

18. Code of Ethics

18.1. SAPA considers compliance with its Code of Ethics to be of utmost importance, and consequently, the Supplier agrees to comply with the rules contained in said Code of Ethics, which is published on its website.

18.2. The Supplier also agrees that the Code of Ethics may be modified by SAPA and will be deemed duly notified of the changes with the mere publication on its website.

18.3. SAPA reserves the right to request any information and/or carry out any inspection it deems appropriate to ensure the Supplier's compliance with the Code of Ethics.

19. Health and Safety at Work

19.1. The Supplier will comply with all health and safety regulations applicable to the Purchase Order according to the legislation in force in each territory.

19.2. When at SAPA's or its clients' premises, the Supplier must adhere to all written or oral instructions regarding safety and health given by SAPA or its clients.

19.3. The Supplier agrees to send, along with the equipment, materials, or Goods supplied, instructions in Spanish regarding their use, storage, and other elements necessary for the proper prevention of occupational risks arising from the use and handling of said equipment, materials, or Goods.

20. Notification of Strikes or Labor Disputes

20.1. Whenever the Supplier becomes aware of any actual or potential labor dispute that may cause or threaten to cause a delay in fulfilling its obligations, it must immediately notify SAPA and provide all relevant information that could affect the Goods and/or Services and the fulfillment of its obligations.

21. Environmental Protection

21.1. The Supplier will comply with all applicable environmental regulations, adopt the best preventive measures and practices, and, if necessary, correct actions that adversely affect environmental conservation.

22. Confidentiality

22.1. Information Protection All information owned by SAPA handled by the Supplier during the execution of the Purchase 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 the Supplier in accordance with the applicable legal and regulatory framework in the relevant country or countries, considering the location, if applicable, of the means used by the Supplier, to ensure its adequate security, from the perspective of ensuring its confidentiality, integrity, and availability.

22.2. Confidentiality of Information and Documents All information provided by SAPA to the Supplier or accessed by the Supplier for the execution of the Purchase Order, whatever its nature and the means or medium of disclosure used, must be used by the Supplier exclusively for the purposes of executing the Purchase Order, and any reproduction, distribution, and public communication of such information is expressly prohibited. The Supplier will be responsible to SAPA for any misuse of SAPA's information by personnel or any other persons who may have access to the information.

If the Supplier has any indication or knowledge that confidential information might be, in its judgment, subject to improper treatment or use, it will notify SAPA as soon as possible. In this case, the Supplier must immediately take the necessary measures to ensure the proper use of the Information and provide evidence of its adoption to SAPA.

In the case of confidential information received from third parties, SAPA and the Supplier commit to informing each other and complying with the terms and conditions of the confidentiality obligation established with third parties, each being responsible for the eventual misuse that their personnel might make of such information at any time.

The Supplier will limit access to such confidential information solely to employees, agents, or subcontractors involved in the execution of the Purchase Order and who need to know it. The Supplier may disclose confidential information to other recipients not directly related to the execution of the Purchase Order but who need to know it (e.g., auditors, consultants), provided that these parties are bound by confidentiality terms substantially similar to this clause. The Supplier will ensure that such employees, agents, or subcontractors comply with the mentioned obligations and will be responsible for any unauthorized disclosure.

Except in the aforementioned cases, the Supplier will not copy or disclose any confidential information without SAPA's prior written consent. The Supplier will not announce or otherwise disclose its status as a SAPA supplier without SAPA's prior written consent.

At the termination of the Purchase Order for any reason, and in any case, when requested by SAPA, the Supplier must fully return the information to SAPA or destroy it and certify its destruction, at SAPA's choice (total destruction, without possibilities of reversal or recovery). The Supplier may retain only a copy of the confidential information

if necessary to comply with current regulations, subject to the confidentiality duty established here.

The confidentiality obligations contained in this clause will be enforceable against the Supplier indefinitely.

SAPA reserves the right to request the Supplier to sign a confidentiality agreement, or an equivalent document, to ensure that the received information is not used by the Supplier in its dealings with third parties.

23. Protection of Personal Data

23.1. If this Purchase Order is related to the contracting of a Service involving the processing of personal data, it will be strictly governed by the provisions of Organic Law 3/2018, of December 5, on Personal Data Protection and guarantee of digital rights, and the European Union Regulation 2016/679 of April 27, 2016, on the protection of individuals concerning the processing of personal data and the free movement of such data.

23.2. Under these Conditions, the Supplier, in its capacity as Data Processor, will carry out the processing of personal data on behalf of SAPA (Data Controller) necessary for the proper provision of the service.

24. Miscellaneous

24.1. The Supplier will provide the Services and/or supply the Goods with professional autonomy, although in accordance with the general guidelines or directives established by SAPA in the Purchase Order, undertaking to assume the labor, tax, and Social Security obligations related to its workers (and, if any, its subcontractors and their workers) and to keep SAPA harmless from all economic damages and expenses of any nature caused to SAPA as a result of any claim in labor, tax, and Social Security matters related to its workers (and, if any, its subcontractors and their workers).

24.2. The Supplier undertakes to provide SAPA, if it has not done so during the approval process or when required during the monitoring and evaluation process, at the time of issuing the Purchase Order, with the corresponding specific certificates of being up to date with its obligations with Social Security and the Treasury. In any case, if there is subcontracting, the Supplier must require the same obligations from its subcontractors and/or the workers of its subcontractors.

24.4. If any of these conditions are deemed invalid or unenforceable, in whole or in part, by a competent authority, such provision will be interpreted to the extent necessary to eliminate the invalidity or unenforceability, and the validity of the remaining provisions will not be affected.

24.5. SAPA's obligations are subject to the condition that compliance is not hindered by impediments arising from national or international foreign trade or customs requirements, or by embargoes or other sanctions.

24.6. To the extent that the provisions of these General Conditions do not regulate certain aspects, the corresponding legal provisions will apply.

24.7. waiver to claim for a breach of the Purchase Order by the Supplier will not be considered a waiver to claim for any subsequent breach of the same provision or a different one. If, for any reason, SAPA does not enforce the rights it holds under the Purchase Order, this does not affect its right to do so at a later date.

24.8. All notifications must be made in writing, signed by authorized representatives of both parties, and sent to the postal or email addresses indicated in the Purchase Order. They can be delivered by hand, electronically, or by certified mail, and will be considered notified: (i) in the case of hand delivery or electronic delivery, at the moment of delivery; (ii) if by certified mail, three (3) calendar days after being sent.

24.9. Applicable Law: The Purchase Order will be governed and interpreted in accordance with Spanish law.

24.10. Jurisdiction: Any dispute arising from or in connection with the Purchase Order will be subject to the exclusive jurisdiction of the courts and tribunals of San Sebastián (Guipúzcoa).

25. Special Provisions Only Applicable to Purchase Orders Related to Certain Goods or Services or Cross-Border Transactions with Certain Countries

A. Purchase Orders Related to Contracts with the Spanish Ministry of Defense:

If this Purchase Order is related to a contract between SAPA and the Spanish Ministry of Defense, all requirements of the Purchase Order will be subject to official quality control to the satisfaction of the National Quality Assurance Authority (ANAC) or its authorized representative, who will notify the Supplier of the activities to be carried out.

All contract requirements may be subject to Quality Assurance Control (AOC). Any AOC activity to be carried out will be notified.

B. Purchase Orders Related to Dual-Use Materials:

The Supplier declares that it complies with all applicable export laws and regulations, including, among others: (a) the local laws applicable to the Supplier; (b) the Spanish import license that may be required and issued in accordance with the applicable Law (or any other applicable or replacement law); (c) the applicable European export and/or import regulations; (d) all applicable U.S. regulations governing export (including the

International Traffic in Arms Regulations, Title 22, Code of Federal Regulations (C.F.R.) Parts 120-130, the Export Administration Regulations, Title 15, C.F.R. Parts 730-774) and any government regulations applicable to the export, re-export, or disclosure of goods by the Supplier.

C. Exclusion of Conflict Minerals:

The Supplier guarantees that the Goods to be supplied within the scope of this Purchase Order do not include "conflict minerals" as defined by the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, in its section 1502.

Take reasonable measures to avoid the use of raw materials in your products that directly or indirectly finance armed groups that violate human rights.

Compliance with the above obligation may be audited by SAPA.