



GENERAL

1. PURPOSE OF THE GPT&C

This document sets out the general purchasing terms and conditions (the “**GPT&C**”) that will regulate the fulfillment of all orders for any company of the Tubacex Group (the “**Customer**”) by its suppliers (each one of them, the “**Supplier**”), notwithstanding the specific terms and conditions of each order indicated in the order form or corresponding framework agreement.

2. EFFECTIVENESS OF THE GPT&C

The GPT&C do not require signing or any other type of express acceptance by the Supplier for their application, but they will be considered to be accepted with the express or tacit acceptance of the order form corresponding to the order in question.

In other words, acceptance of the order will imply the effectiveness of the GPT&C, which will be understood to be incorporated into the order although they are not attached nor is any express reference made to them. The GPT&C will apply throughout the duration of the order until its delivery or fulfillment.

The GPT&C will be available to Suppliers at all times on the Customer's website.

3. MODIFICATIONS TO THE GPT&C

The Customer and the Supplier may agree *ad hoc* modifications to the GPT&C that are deemed necessary or convenient in the event that the order is of a special nature or if specific circumstances apply. These modifications must be set out in writing in a separate document and signed by both parties.

FULFILLMENT OF ORDERS

4. ORDER FORMS

The Supplier undertakes to fulfill each order under the specific terms and conditions set out in the corresponding order form and the GPT&C. Orders will be placed in accordance with the Customer's standard order form model.

In the case of order forms corresponding to open orders or those of a consecutive nature in which the specific amounts or volumes of products or services are not indicated, the Customer will establish the volumes to be



delivered and the delivery dates through the issue of delivery schedules to the Supplier.

Modifications to the order forms and delivery schedules will only be valid if they are confirmed in writing by the Customer's Purchasing Department via a supplementary document to the order form, signed by an authorized person.

5. DELIVERIES

The Supplier will deliver the goods or provide the service object of the order at the place, time and in the way indicated in the order form, whereby the transportation will always be at the expense and risk of the Supplier. Unless indicated otherwise in the corresponding order form, the following standards will be applied in the delivery of goods:

- (i) they will be delivered with Delivery Duty Paid (DDP), in accordance with the prevailing INCOTERMS on the dispatch date of the order form;
- (ii) only once the goods have been accepted by the Customer will the liability for the goods be transferred from the Supplier to the Customer;
- (iii) partial dispatches are not permitted;
- (iv) the goods will be packaged by the Supplier in such a way that they may be handled, transported and stored without undergoing any deterioration in line with the requirements set out in the Order once delivered;
- (v) the first samples or prototypes of an Order must be correctly identified with the FIRST SAMPLE LABEL; and
- (vi) notwithstanding any other documentation that must be handed over to the Customer along with the goods, the delivery of the goods will be accompanied by a delivery note, indicating (a) delivery date of the goods, (b) place of delivery of the goods, (c) Customer order number, (d) quantity of goods delivered and (e) any observations, where appropriate.

6. QUALITY

The products or services delivered will comply with the technical standards and specifications required of the Supplier in the Order Form, as well as the provisions set out in the Supplier Quality Manual. All deliveries will be accompanied by the required quality documentation and certificates. No technical modifications shall be made without the prior consent of the Customer.



Should prototypes pending accreditation be delivered as part of the order, the Supplier will hand over the necessary documents for accreditation with sufficient time in advance in accordance with the Supplier Quality Manual.

The Customer may conduct the quality inspections that are considered opportune. If the Customer so requests it, the Supplier will allow the Customer's personnel access to its facilities and will provide the requested information and documentation.

Should the Supplier detect any error, malfunction or failure in its quality control systems that may affect orders that have been delivered or are pending delivery to the Customer, the Supplier will immediately notify this situation to the Customer, reporting on the affected orders, how they are affected and the estimated period for their solution. The Supplier must also provide the Customer with any information and documentation requested in relation to any quality incidents detected by the Customer or its clients, including the causes behind the incident or the actions that the Supplier has implemented or is going to implement in relation to the incident.

In any case, the Supplier will respond objectively to any flaws, defects or imperfections in the goods delivered or in the services provided to the Customer, even though these flaws, defects or imperfections are attributable to subcontractors or suppliers or providers of services to the Supplier. No inspection, request for information or documentation, suggestion or action instruction, collaboration, joint action or communication in general from the Customer to the Supplier intended to notify, raise awareness or resolve any quality incident may be interpreted as a Customer renouncement to claim the corresponding liability from the Supplier in accordance with the above.

7. DELAYS

Whenever the Supplier fails to comply with the specified delivery schedule or service provision and the delay is not attributable to force majeure, the Customer shall be entitled not to pay the price of the invoices or charge a penalty calculated at a rate of 1% of the purchase price for each full week of delay. The corresponding penalty may not exceed 7% of the order price. If the delivery delay is such that it entitles the Customer to the right to claim the maximum penalty and the goods or service has still not been delivered or provided, the Customer may terminate the Contract.

The aforementioned will be understood without detriment to the Customer's right to claim and receive compensation for damages as a direct or indirect consequence of the non-fulfillment of the delivery schedule.



ECONOMIC TERMS

8. PRICES AND METHOD OF PAYMENT

The prices reflected in the order forms will include all of the elements that may form part of the cost of the order, will be fixed and may not be subject to review.

The Supplier will invoice the Customer in accordance with the applicable legal regulations at each moment, indicating the corresponding order number and delivery note numbers in each invoice. No invoice related to an order that fails to fulfill the specific invoicing requirements indicated on the order form will be processed.

The Supplier will pay the invoices by check or certified payment on the 25th day of the month following receipt of the invoice. However, if the invoice is received by the Customer after the 10th day of the month, the Supplier may make the payment on the 25th of the second month following the receipt of the invoice.

The Customer may refuse the payment of the invoices when the fulfillment of the order fails to comply with the terms and conditions set out on the order form (particularly including non-compliances in relation to quality or delivery schedules). The Customer may also deduct the amount of any penalty as a result of delays that may be applicable and the amount of any damages incurred by the Customer as a direct or indirect consequence of the non-compliance.

9. INSURANCE

The Supplier will take out insurance policies that cover the risk of any damages to third parties derived from its activity and its products and these policies shall remain valid and effective throughout the implementation of the order. In any case, the policies will insure a sum of no less than (i) 1,200,000 Euros in the case of subcontractor firms or (ii) 600,000 Euros in the case of the rest of Suppliers.

The Customer may request the Supplier for a copy of the insurance policies at any time, as well as documentation that shows that the Supplier is up to date with the payment of the corresponding premiums.



REGULATORY COMPLIANCE

10. SAFETY AND THE ENVIRONMENT

The Supplier and the products or services delivered will comply with the environmental and safety regulations that are applicable at each moment and in each place, expressly including the Regulation (EC) 1907/2006 of the European Parliament and the Council, on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), and any modifications that this regulation may undergo in the future. The Customer may request the Supplier for a copy of accreditation of compliance with the above at any time.

The Supplier will respond objectively to any non-compliance with the above, assuming any liability that may be derived as a result of the non-compliance of this obligation.

11. PERSONAL DATA PROTECTION

Both the Customer and the Supplier will comply with the applicable regulation in relation to personal data protection and, in particular, to the provisions set out in Organic Law 15/1999 of 13th December, on Personal Data Protection (LOPD) that is applicable. Notwithstanding the above, the Supplier hereby expressly and unequivocally agrees to the transfer of its personal data to another legal entity that belongs to the Customer's group.

12. FRAUD AND CORRUPTION

The Supplier guarantees that it has prevention and regulatory compliance plans or measures in relation to money laundering and corruption between individuals or in its relations with public authorities. The Supplier also guarantees that no gifts or commission have been received in order to secure the order and that it has not agreed nor will it agree on the payment of any type of commission to any Customer employee, agent or representative. If the Supplier, or anyone acting on its behalf, is in breach of the provisions set out in this paragraph, the Customer may terminate all Contracts with the Supplier or its group companies.

13. HUMAN RIGHTS

The Supplier undertakes to comply with any applicable regulation in terms of the prohibition of (i) forced labor, child labor and physical and psychological coercion, threats, abuse and violence in the workplace and (ii) discrimination and inequality on grounds of race, color, gender, religion, political options, nationality, illness or any other personal, physical or social condition.



OTHERS

14. SUBCONTRACTORS

The Supplier will respond directly and objectively to the Customer for any non-compliances that derive from the actions of subcontractors or any suppliers of services employed by the Supplier. The Supplier will also indemnify the Customer for all costs, expenses, indemnities, compensation, sanctions or penalties incurred by the Customers as a result of the actions or omissions of the subcontractors or any suppliers of services employed by the Supplier.

15. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Customer will be the sole owner of all the intellectual and industrial property rights that are generated in the fulfillment of the order in relation to, for example, any technologies, processes, methods, formulas, designs, specifications, inventions, industrial secrets, know-how and information that involve intellectual and industrial property.

16. CONFIDENTIALITY

The Supplier undertakes to keep confidential and not to reveal to third parties any technical, economic or commercial and business information related to the Customer, companies of the Tubacex Group, their customers or products that the Supplier knows or may know as a result of the fulfillment of the order, including its existence and its terms and conditions. The Supplier also undertakes to use this information solely for the purpose of fulfilling the order, whereby all of the information that is in its possession after the fulfillment of the order must be destroyed or returned to the Customer. The obligations of this clause will still apply even after the fulfillment of the order.

17. APPLICABLE LAW AND JURISDICTION

Any discrepancies or lawsuits related to the fulfillment of the orders in general, and, more specifically, the issue or acceptance of the order forms and the validity or effectiveness of the GPT&C, will be governed by Spanish law. The Supplier agrees to submit to the jurisdiction of the tribunals of residence of the Client, expressly waiving their own jurisdiction.

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