



GENERAL CONTRACTING CONDITIONS
SUPPLIERS - GALFER



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1. SCOPE OF APPLICATION

1.1. This document establishes the General Conditions of Contract (“**General Conditions**”), which regulate the relations between Industrias Galfer, SA and/or any of the companies in which it has or may have direct or indirect control (the “**CONTRACTOR**” or “**GALFER**”) and the counterparty (the “**SUPPLIER**”), for:

- a) the supply of equipment, materials and movable property in general (“**Estate**”);
- b) the execution of works and jobs with obligation of result (“**Works**”); I
- c) the provision of services, including professional and/or consulting services (“**Services**”).

The supply, execution and provision of the Goods, Works and Services are defined interchangeably for the purposes of these General Conditions as the "**Benefit/s**").

1.2. These General Conditions will be incorporated into all contracts relating to the Services and will regulate, together with the Contractual Documents, the rights and obligations of GALFER and the SUPPLIER (hereinafter, jointly, the "**Parts**" and, individually, a "**Part**" as applicable), excluding any other conditions that the SUPPLIER may have established or invoked, unless expressly agreed otherwise.

1.3. Only exceptions to these General Conditions that have been expressly accepted by GALFER in writing will be valid, and will be applicable exclusively to a specific contract, without the SUPPLIER being able to extend them to other past or future contracts.

2. LANGUAGE

2.1. In the event of any discrepancies between the original Spanish version of these General Conditions and their translation into other languages, the Spanish version shall prevail.

3. DEFINITIONS

3.1. The following definitions shall apply to these General Conditions:

- **Specific Conditions:** Independent document or incorporated as a clause of the Contract that contains the specific conditions through which, together with the Technical Conditions Document and other Contractual Documents, the Services are defined and the prices and other conditions thereof are set.
- **General Conditions:** These General Contracting Conditions.
- **Contract:** This is the document that, validly signed by both Parties, formalizes the agreement between GALFER and the SUPPLIER regarding a specific Service. The Contract will be made up of the Contractual Documents that comprise it in each case. The Orders will also be considered as Contracts between the Parties.
- **Contractual Documentation / Contractual Documents:** It is the set of documents that regulates the relationship between the Parties and may be composed of a combination of part or all of the documents listed below. In the event of a contradiction between any of the documents, the order of precedence of the following list will be followed, unless otherwise expressly indicated:
 - a) The signed and accepted Contract or the Order with which the contract is formalized.
 - b) The Technical Conditions Document of the tender and/or the Request for Proposal, including its annexes incorporated in their entirety or with direct reference to the repository of Contractual Documentation established by GALFER.
 - c) The Specific Conditions, including their annexes incorporated in their entirety or with direct reference to the repository of Contractual Documentation established by GALFER.
 - d) These General Conditions, including their annexes incorporated in their entirety or with direct reference to the repository of Contractual Documentation established by GALFER.
- **Order:** Document issued by GALFER, used as an order to carry out a specific and determined Service.
- **Technical Specifications:** This is the document-specification prepared by GALFER that contains all the technical and, where applicable, economic requirements that the SUPPLIER must meet in the



performance of the Services.

4. OBJECT OF THE CONTRACT

- 4.1. The Services covered by the Contract shall be executed on a non-exclusive basis and without any volume commitment. No modification may be made to the subject matter of the Contract on the initiative of the SUPPLIER without the prior written consent of GALFER and any modifications made shall not entail a change in price or delivery time, if such change has not been previously indicated by the SUPPLIER and accepted in writing by GALFER. GALFER's acceptance shall not entail any alteration of the SUPPLIER's guarantee and liability in relation to the Contract.
- 4.2. The object of the Contract is also considered to implicitly include any complementary and/or accessory services that have not been expressly excepted by the SUPPLIER, those derived from the Law and customs and, in particular, those established in these General Conditions.
- 4.3. In the case of supply of Goods and contracting of Works and Services, the SUPPLIER is obliged to provide the reference, both its own and its supplier's, of the materials that are not manufactured by it. The reference must be numerical, graphic, of the nature of the materials, composition and construction.
- 4.4. The Services and, where applicable, the complementary and/or accessory works or services that are the object of the Contract, must comply with the requirements of the Contractual Documentation, with the instructions that GALFER sends to the SUPPLIER, with the indications that appear in the plans that, where applicable, are provided to it, and with the rules and prescriptions of the administrative regulations that are in force during the execution of the Contract, without the SUPPLIER being able to demand any increase in price for this reason.

5. FORMALIZATION AND LEGAL NATURE OF THE CONTRACT

- 5.1. The Contract is formalized between the Parties with their signature by any means valid in law and, in the case of Orders, when (i) they have been issued by GALFER in acceptance of an Offer from the SUPPLIER; (ii) they have been accepted by the SUPPLIER, expressly or tacitly, after their issuance by GALFER (when there is no prior Offer); or (iii) they have been issued under a previous Contract. The Contract will not be automatically renewed or tacitly extended.
- 5.2. Orders resulting from the above cases (i) and (ii) shall be considered as a Contract for the purposes of these General Conditions and the binding application of its terms and conditions for the parties. Orders resulting from the above cases (i) and (ii) shall be governed by the provisions of the above cases and by these General Conditions. Orders resulting from case (iii) shall be governed by the order of priority of the Contractual Documentation provided for in the Contract.
- 5.3. The Contract has a commercial legal nature, so the relationship between the Parties has an exclusively commercial nature, and will be governed by its own clauses and, in what is not provided for therein, by the Commercial Code, special laws and commercial uses.
- 5.4. The relations between the Parties to the Contract are those of two legal entities independent of each other and with respect to third parties. Unless otherwise expressly regulated in the Contract, neither the Parties nor their employees shall act or may be construed as acting as a representative, agent or agent of the other Party, nor may their acts and/or omissions give rise to any bond that binds the other Party with respect to third parties. Likewise, neither the completion nor the fulfillment of the Contract may be construed as a relationship of association, partnership or civil or commercial entity, joint venture, consortium or other relationship of risk and venture shared by the Parties to the Contract.

6. INTERPRETATION OF CONTRACTUAL DOCUMENTS

- 6.1. Neither Party shall be deemed to have waived any right granted by the Contract unless such waiver is expressly made in writing and communicated to the other Party. The waiver of a right shall not imply a waiver of any other future rights, even if they are of the same nature. Consequently, the temporary non-exercise or delay in the exercise by either Party of any action in defence of its rights shall not imply the definitive waiver by said Party of such action or of the exercise of any judicial or extrajudicial action to



which it may be entitled, within the legally established limitation period.

- 6.2.** In the event that any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions which are capable of being enforced without the invalid provision. The Parties shall, taking into account the spirit of the Agreement and by mutual agreement, endeavour to modify the invalid provision so as to best achieve the objective of the provision in question.

7. CONDITIONS RELATING TO THE EXECUTION OF THE SERVICES SUBJECT OF THE CONTRACT.

7.1. Terms of delivery of goods

- 7.1.1. The delivery conditions for supplies of Goods, unless the Parties establish other conditions in the Contractual Documentation, will be DDP (Incoterms) at the place designated by GALFER, including unloading at the expense of the SUPPLIER, with the SUPPLIER bearing all costs of taking the Goods to a destination and their unloading, except for VAT or tax replacing it, which will be borne by the CONTRACTOR, with packaging and insurance included in the price, and in accordance with all provisions of European Union legislation.
- 7.1.2. All Goods shall be duly marked, referenced and labelled for correct and easy identification and receipt, accompanied by the corresponding delivery note. The delivery note must be perfectly legible and must specify all the data required by these General Conditions. If these requirements are not met, GALFER reserves the right not to accept the Goods at the corresponding locations. The corresponding batches will be deemed not to have been received, and will be considered as such for contractual purposes.
- 7.1.3. All Goods subject to the Contract shall be carefully packaged and protected for handling, loading, transport and storage, in accordance with good practice and taking special precautions when required. Any Goods that are found to be defective or that present irregularities or deformations shall be rejected. The receipt by GALFER or, where applicable, by the Final Customer of a shipment or dispatch does not imply its Acceptance of the quantity or quality specified for the supplies of Goods received.
- 7.1.4. Until the risks are transferred to GALFER, the SUPPLIER will have valid insurance with adequate coverage for the Goods, even if they were already in the possession and use of GALFER.

7.2. Conditions for the execution of the Provision of Works and/or Services

- 7.2.1. The SUPPLIER is solely responsible for the execution of the Works and/or Services covered by the Contract. GALFER's approval of projects, calculations, plans or other technical documents does not release the SUPPLIER from that responsibility, nor does it imply that the same must be shared with GALFER.
- 7.2.2. The management of the execution of the Services, Works and/or Benefits commissioned will correspond entirely to the SUPPLIER, who must issue, where appropriate, the mandatory documents for their legalization.
- 7.2.3. THE SUPPLIER must prove through supporting documents that its company has official and current certification for carrying out the Works and/or Services, as appropriate, and that they will be carried out by personnel with the training and professional qualifications required by each regulation.

7.3. Term of execution of the Services

- 7.3.1. The Provision of Goods, Works and Services, as applicable, must be completed on the date or within the period agreed for this purpose in the Contractual Documentation, and the SUPPLIER shall be obliged to comply with the dates of provision, execution or delivery set forth. If the Contractual Documentation does not specify a specific delivery date and only establishes a period of execution, provision or delivery, this period shall in all cases begin to run from the date of signature of the Contract or, where applicable, of the issuance of the Order by GALFER.



- 7.3.2. The early completion date or a reduction in the performance, execution or delivery times will only be possible if GALFER expressly approves it in writing. In the event that GALFER authorizes it, it will not imply advance payment of all or part of the price.
- 7.3.3. Completion dates may not be delayed, nor may performance, execution or delivery periods be extended, except for reasons attributable to GALFER. The SUPPLIER undertakes to use, at its sole expense, all reasonable means to make up for, as soon as possible, any delay in the planned dates or periods, even when the delay is justified.
- 7.3.4. The Contractual Documentation may establish milestones or execution conditions that, where applicable, are required for the corresponding Service and establish different Acceptance periods depending on said milestones or execution conditions.
- 7.3.5. Failure to comply with the deadlines, performance, execution or delivery requirements will, at GALFER's discretion, result in the application of the penalties contemplated in the Contractual Documentation or, where appropriate, the total or partial cancellation of the Contract and the current Orders.

7.4. Vices and defects

- 7.4.1. The SUPPLIER shall be liable for any apparent or hidden defects, breakdowns, faults or defects arising or found during the execution of the Contract or during the Guarantee Period, and until the end of the period specified by current legislation, or the Guarantee Period if this is longer, apart from any legal or other liabilities that may arise. In the event of serial defects, the SUPPLIER must replace or re-perform all necessary actions, without having to wait for the defect to become apparent in all the Goods, Works and/or Services, as appropriate.

8. ACCEPTANCE PROCEDURE

8.1. Acceptance

- 8.1.1. Once the execution of the Service by the SUPPLIER has been fully completed, GALFER will proceed to check whether the Service has been carried out in accordance with the technical and functional requirements specified by GALFER in the Contractual Documentation and whether they therefore comply with them in terms of their execution, so that:
 - a) If the verification is satisfactory, the SUPPLIER will issue the corresponding invoice.
 - b) In the event that the verification of the contracted Services is not satisfactory, GALFER will issue a Non-Compliance document, in which you may choose between:
 - reject the Acceptance proposed by the SUPPLIER. In this case, the SUPPLIER must proceed to correct and rectify the Services executed before requesting Acceptance from GALFER again; or
 - make a Partial Acceptance, as provided for in section c) next, in the event that GALFER considers that there are Objections in the execution that prevent its full Acceptance without affecting the essential requirements demanded. In this case, GALFER may issue a Charge Note accompanied by an annex containing a list and description of the Objections detected together with the deadline set for their correction.
 - c) Once all Objections have been corrected by the SUPPLIER to GALFER's satisfaction, the Acceptance process will be considered complete.

8.2. Partial Acceptance

- 8.2.1. Partial Acceptances will in no case and under no circumstances release the SUPPLIER from any liability, nor imply the start of the calculation of the guarantee period, which in this case will not begin until the Acceptance process of all the Services subject to the Contract has been completed.



9. ECONOMIC CONDITIONS

9.1. Price

- 9.1.1. The Contract price is the exclusive and total consideration agreed for the performance of the Service, and takes into account the total value of the Contract. It includes everything necessary for the exact execution of the Contract and everything that the SUPPLIER must execute as part of the Service, including all costs or expenses that may be necessary, with no exceptions other than those concepts that have been expressly excluded in the Contract, and the legally established taxes.
- 9.1.2. Prices are global, fixed, closed and cannot be updated or revised under any circumstances, and no increases to the established prices or additions to them will be permitted, unless provided for in the Contractual Documentation or required by applicable law.
- 9.1.3. The price will be broken down by specifying on the one hand the price of the services (if applicable), on the other hand the price of the materials, and on the other hand the taxes that correspond according to the applicable legislation.
- 9.1.4. The SUPPLIER shall assume any additional costs for freight, postage and other expenses arising from failure to comply with the delivery and shipping conditions established in the Contractual Documentation.

9.2. Billing

- 9.2.1. Invoices must be valid and GALFER will accept them only if they contain all the information required by the Contract and the applicable regulations, and if the Service has been completed correctly and has been accepted. Regardless of whether different currencies have been established in the Contract for payment, each invoice may only be issued in a single currency. In the event that the Contract allows invoicing in a currency other than the one mainly established therein, the exchange rate used to convert the invoice amount will be the one corresponding to the day of payment of the invoice. The SUPPLIER must send the invoice to the email address provided by GALFER.
- 9.2.2. GALFER may return to the SUPPLIER invoices that (i) lack information or any data required by the Contract or current legislation, (ii) contain concepts not authorized by GALFER, and/or (iii) are issued for amounts expressed in a currency other than that defined in the Contract.

9.3. Terms of payment

- 9.3.1. Unless the Parties establish another term, the invoice will be due (i) thirty (30) calendar days for the contracting of Works and/or Services and, (ii) sixty (60) calendar days for the contracting of Supplies and Goods, counted in both cases from the date of execution of the Service or, failing that, from the date of the invoice sent by the SUPPLIER to the CONTRACTOR through the GALFER email account and which the SUPPLIER declares to know and accept.
- 9.3.2. Payment will be made by bank transfer once the invoice is due, on the day established by GALFER for this purpose and, if applicable, the corresponding withholdings will be made.
- 9.3.3. In the event that GALFER finds that the SUPPLIER is failing to comply with its obligations which may give rise to joint or subsidiary liability or other direct action against GALFER, regardless of whether or not the Contract is terminated, and as soon as it becomes aware of such circumstances, GALFER may proceed to retain all payments that are pending to be made to the SUPPLIER for any reason in an amount sufficient to cover such liabilities, and may even pay such obligations on its behalf if permitted by law.
- 9.3.4. Payment of the price does not mean that GALFER considers the Contract to have been correctly executed by the SUPPLIER, nor that it waives any rights that may correspond to it under this contract against the SUPPLIER, expressly reserving the right to exercise them.
- 9.3.5. GALFER will have the right to offset the amounts pending payment to the SUPPLIER, in the amount that the latter, in turn, owes to GALFER or to any of the companies of the GALFER Group.



10. PURCHASING AND QUALITY POLICY

- 10.1.** GALFER subjects the contracting of the Services to the principles and criteria established in the Integrated Management System Policy and the Code of Ethics and Conduct of the GALFER Group, the text of which is available on its website (www.galfer.eu), which are incorporated into the Contract by reference. The SUPPLIER undertakes to ensure compliance with the guidelines set out in this Clause in the execution of the Services covered by the Contract, and also undertakes to inform all its staff and Subcontractors thereof, ensuring compliance.
- 10.2.** The SUPPLIER must have a quality assurance system in place which, in order to achieve the highest quality standards in all its processes, takes the following standards as a reference: ISO 9001 Quality Management; ISO 14001 Environmental Management and ISO 50001 Energy Management.
- 10.3.** The SUPPLIER shall be solely responsible for quality control, regardless of the controls and tests carried out or required by GALFER by its own means or by those of a third party, which, if carried out, shall not alter the full responsibility that exclusively falls to the SUPPLIER.

11. PENALTIES AND GUARANTEES

11.1. Penalties

- 11.1.1. The Contract Documentation shall set out the penalties to be applied to the SUPPLIER in the event that the execution of the Contract does not comply with the agreed specifications. The application of the penalties provided for does not exempt the SUPPLIER from compliance with the Contract in its entirety.
- 11.1.2. Penalties will in no case be of a compensatory nature, and therefore will not constitute the only remedy available to GALFER to recover damages caused by the SUPPLIER's non-compliance that gave rise to the penalty.
- 11.1.3. Any applicable penalties will be charged to the SUPPLIER by deducting their amount from the first payments that GALFER must make to it for any reason, by executing the guarantees that it has established, or jointly by both means.
- 11.1.4. In the event that a different penalty has not been established in the Contractual Documentation, the penalty for delay, without the need to report the delay, will be one and a half percent (1.5%) of the total amount of the Contract for each calendar week of delay, during the first four (4) weeks, and four percent (4%) of the total amount of the Contract for each calendar week of delay from the fifth week onwards.
- 11.1.5. The sum of the penalties may not exceed fifteen percent (15%) of the total amount of the Contract, including, where applicable, revisions, extensions and work with a price for administration. If this limit is exceeded, GALFER will apply the penalty and will have the right to either terminate the Contract or continue to demand its compliance from the SUPPLIER, in both cases with the corresponding compensation for damages in accordance with the applicable legislation.
- 11.1.6. The fact that GALFER does not apply one or more penalties in relation to a breach of a Contract does not imply a waiver by the CONTRACTOR to apply any other penalty or similar penalties that arise a posteriori from the same cause.

11.2. Guarantees

- 11.2.1. All adjustments, replacements, corrections and repairs that must be made to comply with the contractual requirements will be the exclusive responsibility and expense of the SUPPLIER and free of any expense or disbursement for GALFER, with the SUPPLIER bearing all expenses incurred by the CONTRACTOR.
- 11.2.2. The decision to proceed with the adjustment, repair or replacement of the defective product always corresponds to the CONTRACTOR, who may order, always based on objective reasons, the repairs or replacements that he considers necessary. The adjustments, repairs or replacements must be carried out as soon as possible, in the manner that is least detrimental to GALFER.



- 11.2.3. In the event of failure by the SUPPLIER to comply with its warranty obligation, GALFER may do so itself or through third parties at the SUPPLIER's expense, without loss of the warranty. The SUPPLIER shall also be obliged to compensate GALFER for any damages caused to it.
- 11.2.4. The SUPPLIER's guarantee extends to the period stipulated in the Contractual Documentation and, failing that, to the period of two (2) years from the date of Acceptance.
- 11.2.5. The Warranty Period shall not be interrupted during the time spent on repairs or replacements carried out in compliance with the warranty. However, such repairs or replacements shall be guaranteed for a period equal to the Warranty Period after their termination. Spare parts shall also be subject to the aforementioned warranty.
- 11.2.6. The total or partial application of the guarantee or the passage of its term does not release the SUPPLIER from any liability for hidden defects or any other liability that may be required by law.

12. INSURANCE

- 12.1. The SUPPLIER assumes all responsibility for injuries or damages caused to persons or property in the performance, including those performed through Subcontractors, of the Services specified in the Contract and undertakes to subscribe to adequate insurance at its own expense, in relation to the risk and with insurance companies with a stable financial situation and of recognized prestige, during the entire duration of the Contract, for:
- d) Losses or damages that may be caused to materials and equipment covered by the Contract during their processing, loading and transport, up to the time and place of delivery to GALFER, with full liability on the part of the SUPPLIER for any damage caused to the materials or equipment. Likewise, this obligation is assumed by the SUPPLIER in relation to the materials and equipment provided by GALFER for the execution of the Contract, from the moment they are made available to the SUPPLIER or its Subcontractors, until they are returned to GALFER.
 - e) Civil liability for losses and damages that the SUPPLIER's staff or that of its Subcontractors may cause to GALFER's staff or property and/or to third parties arising from the execution of the Contract's activities. In all circumstances, GALFER shall not be liable for causes attributable to the SUPPLIER.
- 12.2. If GALFER considers that the coverage of the SUPPLIER's policies referred to in this Clause is not sufficient to cover the risks for which they are intended, the SUPPLIER agrees to review and modify the insurance coverage in accordance with the requirements of the Contract.
- 12.3. The existence, validity and effectiveness of the aforementioned insurance policies is an essential condition for GALFER and, therefore, if the SUPPLIER, at GALFER's request, is not able to prove at all times that it has the corresponding insurance coverage, GALFER may terminate the Contract, without prejudice to the SUPPLIER's obligation to pay compensation for damages suffered by GALFER. In any case, in matters of insurance, the provisions of the Contract and applicable Spanish legislation shall be observed.

13. ASSIGNMENT OF CONTRACT

13.1. Assignment of collection rights or payment obligations

- 13.1.1. GALFER may assign its collection rights or payment obligations, derived from the Contract, in favor of any company of the GALFER Group with the sole requirement of notifying the SUPPLIER.
- 13.1.2. The SUPPLIER will require the prior and express consent of GALFER for each operation, in the event that it wishes to assign to third parties the rights and credits that it has arising from the Contract, and/or carry out any other operation that involves disposal by any title, lien, commitment and/or transaction, in whole or in part, of the aforementioned rights and credits.

13.2. Assignment of Contract



- 13.2.1. GALFER may, subject to the sole requirement of notifying the SUPPLIER, assign its rights and obligations arising from the Contract in favour of any company of the GALFER Group. In the event that the assignment by GALFER is made in favour of any other natural or legal person outside the GALFER Group, GALFER must obtain prior and express authorisation from the SUPPLIER, which will not unreasonably deny it.
- 13.2.2. The SUPPLIER may not assign the Contract in whole or in part to third parties without the prior, express and written consent of GALFER. In any case, the effectiveness of said assignment will be conditional on the third party having, in the opinion of the CONTRACTING PARTY, sufficient economic, technical and legal solvency, and formalizing in writing with GALFER its willingness to be subrogated to the conditions of the Contract, it being essential to present GALFER with the corresponding supporting documentation and to comply with the supplier approval requirements established by GALFER in force at any given time.

14. INDUSTRIAL AND INTELLECTUAL PROPERTY

14.1. General

- 14.1.1. The SUPPLIER declares and guarantees that, in carrying out the Service and fulfilling its obligations under the Contract, it has not infringed, is not infringing and will not infringe any industrial or intellectual property rights of third parties, such as rights over trademarks, patentable inventions, works protected by copyright, utility models, industrial designs and trade secrets, and is consequently protected against any claim for damages that third parties not involved in the Contract may make.
- 14.1.2. The SUPPLIER will not use the products, samples, technical specifications or industrial or intellectual property information owned by GALFER for any purpose other than the proper execution of the Contract.

14.2. Third Party Licenses

- 14.2.1. In the event that the SUPPLIER needs to use industrial or intellectual property rights protected by third party licenses to execute the Contract, GALFER reserves the right to request the relevant documentation from the SUPPLIER.
- 14.2.2. The SUPPLIER is responsible for obtaining, procuring and obtaining in sufficient time the concessions, permits and authorizations required by the holders of the patents, models and related registered trademarks, as well as industrial or intellectual property rights. The SUPPLIER shall be responsible for paying the corresponding royalties, compensations, remunerations, charges and/or fees owed.
- 14.2.3. The SUPPLIER declares and guarantees that there are no contracts, agreements, licenses, permits, restrictions, requirements, patents, certificates, obligations of the SUPPLIER or other circumstances that prevent or may prevent GALFER from using or in any other way enjoying the industrial or intellectual property necessary for the execution of the Contract, as well as the product, service, supply, license, document, object, article to which it is incorporated or in which it is included.

14.3. Claims

- 14.3.1. In the event that GALFER is required or sued by a third party for infringement of industrial and/or intellectual property, whatever the cause, in relation to the Services subject to the Contract, the SUPPLIER shall be liable for all damages caused thereby, and shall indemnify GALFER for any damage suffered as a result. The SUPPLIER exempts GALFER from all liability for any infringements of industrial and/or intellectual property that may be incurred in connection with the execution of the Contract, and undertakes to do everything necessary to keep GALFER free from and exempt from any claims or demands that may be made against it for such infringements, and to indemnify it for all damages and losses that, directly or indirectly, such claims or demands may cause.

14.4. Prior Rights

- 14.4.1. Each party acknowledges and agrees that the prior intellectual property rights owned by the parties (the "Prior IPR") will remain exclusively owned by each party and the other party will have no right to make any claim to them.



14.5. Rights of the Contractor

- 14.5.1. GALFER shall be the owner of all documents, drawings, plans, computer programs, as well as copies thereof, which it provides to the SUPPLIER for the execution of the Contract, as well as the rights over inventions, patents, works protected by copyright, utility models and other industrial or intellectual property rights that are necessary or will be necessary for the execution of the Contract, based on the documentation provided by GALFER to the SUPPLIER. The SUPPLIER shall use them only for the purposes of the execution of the Contract and must return them to GALFER, taking at all times appropriate precautions in relation to the processing, use and transfer of data to ensure security and confidentiality in accordance with the Contract.
- 14.5.2. The drawings, documents, plans, computer programs and copies thereof, and in general any results and related industrial or intellectual property rights, acquired by the SUPPLIER or created, developed, invented, designed, generated or delivered by the SUPPLIER during the execution of the Contract (the "Acquired IPR") shall belong exclusively to GALFER.
- 14.5.3. For these purposes, the SUPPLIER assigns to GALFER, exclusively, with the right to assign exclusively or not to third parties, without territorial limitation, indefinitely or failing that for the entire maximum period permitted by applicable legislation and within the agreed remuneration, all intellectual and industrial property rights that fall on the works, creations, services, designs, inventions and/or materials created, adapted, produced, developed and/or delivered by the SUPPLIER in relation to the Services subject to the Contract (the "Materials"). And all of this for their exploitation through any means, modality, format and/or system without any type of limitation, other than those established in the applicable legislation.

15. LIABILITY FOR DAMAGES AND GENERAL OBLIGATIONS OF THE SUPPLIER

15.1. Liability for damages

- 15.1.1. Any damage that may be caused to the SUPPLIER will be at his/her own risk. GALFER and its employees or others contractors, as a consequence of the execution of the Contract, GALFER being exonerated in all cases from all responsibility.
- 15.1.2. Likewise, the SUPPLIER shall be liable for any damages caused to third parties as a result of the execution of the Contract. Therefore, GALFER may, in any case, pass on to the SUPPLIER any expenses incurred as a result of compensation for damages to end users. When a request for compensation for such damages is made to GALFER by any means, whether judicial or extrajudicial, GALFER shall promptly inform the SUPPLIER to allow it an adequate defence and shall refrain from reaching any agreement without the SUPPLIER's prior knowledge.

15.2. General obligations of the SUPPLIER

- 15.2.1. The SUPPLIER is fully responsible for everything necessary for the execution of the Contract and, in any case, for everything indicated as its responsibility in the Contract, and will execute the Contract in accordance with the provisions of the Contract, the laws and regulations required by the competent Authorities.
- 15.2.2. The SUPPLIER is obliged to immediately pay all expenses incurred by GALFER (including attorneys' fees and attorney's fees, provisions of funds for both, certificates, authorizations, fees, supplies, guarantees or surety bonds or legal deposits for appeal or that are required or necessary in any way, etc.) due to its legal defense against administrative acts, extrajudicial or prejudicial claims and legal actions of any type and instance that are directed against GALFER.
- 15.2.3. The SUPPLIER undertakes to notify GALFER with reasonable advance notice or, in any case, no later than five (5) business days, of the start of procedures for its dissolution, transformation, merger, spin-off, increase or reduction of capital or, in any case, of other extraordinary operations, as well as significant changes in its governing bodies.

16. OBLIGATIONS AND RESPONSIBILITIES IN THE WORKPLACE



16.1. Obligations of a general nature

- 16.1.1. The organization of work and the safety of the SUPPLIER's personnel that may be required for the execution of the Services to be performed by the SUPPLIER related to the Contract is the obligation of the SUPPLIER, who will appoint a person responsible for its organization, with proven competence, for the purposes of its direction, supervision and coordination, if applicable, with GALFER personnel.
- 16.1.2. The SUPPLIER's staff and subcontracted operators for the execution of the Services related to the Contract, whether under a civil-commercial or labour regime, will in no case be considered workers or employees on behalf of GALFER, in accordance with article 42.1 of Royal Legislative Decree 2/2015, of 23 October, which approves the Workers' Statute. Consequently, the SUPPLIER is obliged to comply with the current rules and provisions that apply to it (including, but not limited to, those regarding labour relations, Social Security, work accidents, safety and health, etc.), exempting GALFER from any liability that may arise as a result of non-compliance. GALFER may verify compliance with said rules by the means it considers most convenient.
- 16.1.3. Without prejudice to the foregoing, the SUPPLIER must at all times prove by means of a certificate issued by the General Treasury of Social Security, and whenever requested in this regard by GALFER, that it is up to date with the payment of the corresponding contributions and other obligations relating to Social Security, and with the payment of accrued wages, in relation to the personnel and operators under an employment regime who directly or indirectly intervene in the execution of the Services subject to the Contract.

16.2. Obligations and responsibilities in the field of Occupational Risk Prevention. Obligations regarding the coordination of preventive activity

- 16.2.1. The SUPPLIER shall comply with all legal regulations in force regarding the Prevention of Occupational Risks and, especially, those contained in Law 31/1995, of November 8, and regulatory provisions that develop it or those that replace it, regardless of their rank and the body that issued them, as well as any other legal regulations in force or conventional that contain prescriptions relating to the adoption of preventive measures in the workplace or likely to produce them in said field.
- 16.2.2. The SUPPLIER will have the technical and human resources necessary to comply with the planning of its preventive activity, as well as preventive resources when these are necessary, expressly supervising the adoption of the appropriate health and safety measures at all times, both by its own workers and by any authorized subcontractors, designating a qualified interlocutor for the control and monitoring of the established prevention measures and for communication with GALFER.
- 16.2.3. The SUPPLIER undertakes to include in its risk assessment and planning of its preventive activity the information and instructions received by GALFER on the subject of Occupational Risk Prevention. Likewise, the SUPPLIER undertakes to inform its employees about the means of coordination established in the workplace.
- 16.2.4. The SUPPLIER undertakes to provide its staff with the necessary individual and collective protective equipment, being the sole party responsible for compliance with the occupational health and safety regulations and plans, with full indemnity for GALFER for any possible non-compliance.
- 16.2.5. The SUPPLIER must immediately notify GALFER of any work-related accident or occupational illness related to the physical execution of the installations, even when there are no victims. In addition, the SUPPLIER will carry out a complementary investigation, the report of which will be delivered to GALFER within a period of less than seventy-two (72) hours, reflecting the original causes of the accident and the preventive measures adopted.
- 16.2.6. GALFER may reject, postpone or suspend the verification of the Service, and even terminate the Contract, if non-compliance or defective compliance by the SUPPLIER of its obligations in the area of Occupational Risk Prevention is noted. The SUPPLIER shall be responsible for any expenses and facilities that are necessary to provide the service in accordance with the applicable labour, general or sectoral regulations.



16.2.7. Both Parties reiterate and expressly agree that in the event that GALFER, by virtue of an administrative or judicial resolution, is obliged to respond subsidiarily or jointly, under current regulations on occupational risk prevention, to pay compensation for damages and losses arising from non-compliance or defective compliance with said regulations attributable to the SUPPLIER, GALFER may pass on to the SUPPLIER the amounts of said obligation.

16.3. Specific provisions on occupational health and safety

16.3.1. Safety Conditions

- a) The SUPPLIER is obliged to comply with the provisions of article 41 of the Law on the Prevention of Occupational Risks regarding the safety conditions of the machinery, equipment, products and tools that it supplies to GALFER, and will ensure that they will not constitute a source of danger for the worker, provided that they are installed and used in the conditions, manner and for the recommended purposes.
- b) The SUPPLIER will provide GALFER with information indicating the correct way of using them by workers, the additional preventive measures that must be taken and the occupational risks that the materials and equipment supplied entail, both in their normal use and in their improper handling or use.

16.3.2. Acquisition of chemical products and substances

- a) The SUPPLIER is obliged to supply GALFER with products and chemical substances correctly packaged and labelled, in such a way as to allow their safe storage and handling and to clearly identify the content and the risks to the safety and health of workers that their storage or use entails. The products and substances must be accompanied by the corresponding safety data sheet prepared in accordance with current legislation and including the uses that GALFER foresees for said products and substances.
- b) When the SUPPLIER supplies GALFER with chemical products that may present, based on their composition and use characteristics, risks for workers, the SUPPLIER will inform GALFER of the risks involved in their use and application, as well as the preventive measures for their elimination or control.
- c) The SUPPLIER guarantees to GALFER compliance with RD 664/1997 of May 12 on the protection of workers against risks related to exposure to biological agents during work, when supplying preparations or substances that may entail such risks. The SUPPLIER guarantees to GALFER compliance with Royal Decree 665/1997 of May 12 on the protection of workers against risks related to exposure to carcinogenic agents during work, in the event that it supplies GALFER with substances or preparations classified as carcinogenic agents or that it must apply in GALFER the processes detailed in said Royal Decree, by virtue of the acquisition of materials and/or equipment to be carried out.

17. CONDITIONS OF ACCESS TO THE SITES

17.1. The SUPPLIER undertakes to be aware of and comply with GALFER regulations regarding access to GALFER Centres. The SUPPLIER undertakes to inform all its own staff and/or subcontractors of the same, ensuring compliance.

18. TAX OBLIGATIONS

18.1. The SUPPLIER undertakes to comply with all tax obligations that are required of it and, in particular, to comply with tax obligations relating to taxes that must be passed on or amounts that must be withheld from workers, professionals or other business owners, in the part that corresponds to the Services that are the object of the Contract, subject to the legislation of the jurisdictions that may be applicable at any given time, in accordance with the scope of the object of the Contract and based on the nationality and/or territory



in which the companies benefiting from the Contract are located.

- 18.2. If the SUPPLIER is a tax resident in Spain, the SUPPLIER shall provide documentary evidence that it is up to date with the payment and compliance with its tax obligations at the time of each payment resulting from the Contract, by providing the Certificate issued for this purpose by the Spanish Tax Authority, pursuant to the provisions of article 43.1.f) of Law 58/2003, General Tax Law. This Certificate must not be older than twelve months from the date of each payment.
- 18.3. If the SUPPLIER is not a tax resident in Spain, the SUPPLIER shall provide documentary evidence that it is up to date with the payment and compliance with its tax obligations at the time of each of the payments resulting from the Contract, by providing any means of proof or certificate issued by the corresponding competent administration of its country of residence.
- 18.4. In the event that GALFER is obliged to make any type of withholding in the payment to the SUPPLIER, and if the SUPPLIER so requires, after payment, GALFER will provide the corresponding withholding certificate detailing the amounts paid and withheld.
- 18.5. If the SUPPLIER is not a tax resident in Spain, in the event that there is a valid Agreement to avoid double taxation signed between the country of residence of the SUPPLIER and Spain, and the SUPPLIER invokes the application of any provision thereof, the SUPPLIER must provide GALFER with the corresponding certificate of residence proving that it is a tax resident in its country for the purposes of the Agreement in question, and the income classification granted by Spain will be taken into account. Said certificate must be delivered together with the first invoice issued and/or as soon as GALFER requests it. In the event that the certificate expires while the Contract remains in force, the SUPPLIER must provide GALFER with a new certificate to enable it to continue applying the Agreement.
- 18.6. In the case of Services that involve the shipment of Goods from a territory other than Spain, and executed in the DDP mode (Incoterms CCI 2024), taxes will be paid as shown below:
 - a) The SUPPLIER shall pay all taxes and charges applicable to the goods in the country of origin and those applicable in countries of transit of said goods until final delivery, as well as taxes charged in the country of destination that are payable in relation to the financial benefits obtained from the sale of said goods.
 - b) The SUPPLIER will also pay import duties and taxes or equivalent in the country of destination, as well as other official customs clearance costs for the materials and/or equipment it imports, unless otherwise agreed with GALFER.

19. SUBCONTRACTING

- 19.1. The requirements and limitations of subcontracting shall be governed by the provisions of the Contract and by Spanish law. The SUPPLIER shall carry out the Service that is the subject of the Contract by its own means, and may not subcontract, either totally or partially, the Services that are the subject of the Contract, without the prior express written authorization of the CONTRACTING PARTY. In no case may a contractual relationship be deduced between the authorized Subcontractors of the SUPPLIER and GALFER, the SUPPLIER always being responsible for all the activities of said Subcontractors. In this regard, the SUPPLIER shall hold GALFER harmless from any claims that the subcontractors may make in relation to the subcontracted part of the Contract, indemnifying it for any costs that GALFER may be forced to bear as a result of such claims.
- 19.2. In the event of a claim by a Subcontractor, GALFER is authorized to retain from the SUPPLIER the amount or amounts claimed by the subcontractors from the invoices pending payment to the SUPPLIER, and may even pay said obligations on behalf of the latter.
- 19.3. Failure to comply with the obligations set forth in this Clause shall entitle GALFER to terminate the Contract without any right to compensation for the SUPPLIER.
- 19.4. Any use of subcontractors for the execution of activities does not exclude or limit the contractual obligations assumed by the SUPPLIER, who will be responsible to GALFER for the execution of the Contract, as well



as for any compensation to third parties harmed during its execution.

19.5. GALFER reserves the right to order the SUPPLIER to replace the subcontractor at any time if, in its opinion, this endangers the correct and timely execution of the Services, without any compensation being payable for this concept.

20. ENVIRONMENT

20.1. General obligations of the SUPPLIER

20.1.1. The SUPPLIER:

- a) is obliged to comply with and enforce all mandatory environmental regulations, as well as in the documents relating to environmental requirements incorporated into the Contractual Documentation;
- b) shall be liable to the Administration and to third parties for damages caused by it, its employees, its assets or the installation elements due to non-compliance with both environmental legislation and the aforementioned documents in the execution of the services covered by the Contract;
- c) shall apply all necessary preventive measures to avoid the generation of negative environmental impacts during the execution of the Services. In particular, the SUPPLIER must take into account in the development of the Services subject to the Contract;
- d) In the event of accidental spillage of hazardous products during the course of the activity, the SUPPLIER is obliged to notify GALFER immediately and to carry out the corrective actions for appropriate decontamination, recovery and removal of waste from the affected area, on its behalf, assuming the costs and responsibilities arising from said action, as well as to make the appropriate communications to the competent Administration. To do so, it must have containment material in the event of possible spillages of contaminating substances; and
- e) Once the Services covered by the Contract have been executed, the SUPPLIER is obliged to leave the spaces where the works covered by the Contract have been carried out clean and free of waste (managing said waste under its ownership and in its name, in accordance with current legislation and also assuming the costs generated by said management). Failure by the SUPPLIER to comply with the obligations relating to the maintenance of the aforementioned facilities will result in a deduction from the invoice for the costs incurred.

20.2. Specific Obligations of Services related to the supply and use of Goods

20.2.1. In addition to the general obligations defined in Clause 20.1.1 above, the SUPPLIER undertakes to adopt the appropriate measures to guarantee strict compliance with its obligations under all applicable state, regional, provincial and local environmental, energy efficiency and indoor environmental quality legislation, especially with regard to the correct use of energy and the correct packaging and labelling of the Goods supplied, as well as the returnability of containers for chemical products, in cases where such products are considered to be dangerous preparations under the legislation in force at any given time, and shall be required to restore any damage caused as a result of any breach of the regulations in force that are applicable to it, taking into account the activity and the location in which it is to be carried out.

20.2.2. In order to contribute to greater protection of the environment, the SUPPLIER undertakes to establish measures to prevent the generation of waste from Goods that are electrical and/or electronic devices and to reduce their disposal and the dangerousness of their components.

21. CONFIDENTIALITY

21.1 Trade secrets and protection of information.

21.1.1. All information owned by GALFER that is handled by the SUPPLIER throughout the execution of the Contract Services must be protected by the SUPPLIER, in accordance with the provisions, both in the legal and regulatory framework applicable in the country or countries in question, taking into account the



location, where applicable, of the means used by the SUPPLIER, as well as in the internal regulations of GALFER, so that its adequate security is guaranteed, from the perspective of guaranteeing its confidentiality, integrity and availability.

21.2 Confidentiality

- 21.1.2. During the execution of the Contract, the SUPPLIER shall receive information from GALFER. Such information (regardless of whether it has been made available to the SUPPLIER verbally, in writing, in electronic format or in any other way), as well as any other confidential information that either Party may become aware of as a result of other contracts signed between the Parties and/or by either Party with a third party, and/or from pre-contractual negotiations thereof, as well as all documents, information, specific know-how (regardless of how it has been collected, obtained or developed) in relation to the Contract is for the exclusive use of the SUPPLIER and solely for the purposes of executing the Contract, is strictly confidential and represents a highly sensitive matter for GALFER ("Confidential Information").
- 21.1.3. Likewise, any information and materials obtained (both before and during the execution of the Contract) from the CONTRACTOR or from the end customers, or prepared by the SUPPLIER for GALFER in connection with the Contract, as well as documents prepared by or for GALFER or its subsidiaries, partners, administrators, managers, employees, Subcontractors, advisors, agents or end customers, will be considered Confidential Information.
- 21.1.4. Likewise, by way of example and not limitation, the term "confidential" refers to economic and financial documents, data and information relating to, among others, business strategies, information on products and/or production processes (design, study and development), production means and costs, commercial information, customer development and management strategies, any type of data on customers, suppliers and their technical or commercial profile, documentation on technical and economic offers in public and private tenders, data on testing and/or operation of plants, equipment, machines and products, business analysis, market studies, business and marketing plans, other statistical data that are relevant to the business, internal organization procedures, advertising ideas and new registered trademarks not yet used on the market, prices, features, prototypes and designs of new products or services not yet launched on the market, etc. It also applies to data and information from economic, financial and technical documents referring to, for example, but not limited to, patentable inventions, patents, patent applications, licenses, source code of any type of software, its principles and related algorithms; discoveries, algorithms and formulas; new processes and production methods; new methodologies for testing plants, equipment, machines and products; results of research and development (R&D) activities.
- 21.1.5. The following shall not be considered confidential: (i) information that the receiving Party can prove that it already had it legitimately before or at the beginning of the execution of the Contract and; (ii) information that the receiving Party can prove that it received it from third parties not subject to the confidentiality agreement by law or by contract, or that is or becomes public, without any breach of any contractual obligation by GALFER.
- 21.1.6. Taking into account all of the above, and recognizing the importance for GALFER and its future that the information is not known by unauthorized third parties, the SUPPLIER undertakes to comply with and respect the obligations detailed below, as well as to adopt all necessary measures to ensure that said obligations are respected by each and every one of its representatives, employees and collaborators:
- a) The disclosure of Confidential Information by GALFER has the sole purpose of making available to the SUPPLIER the means to carry out the services that are the object of the Contract. Therefore, the SUPPLIER may not disclose the Confidential Information without the prior, written and express authorization of GALFER, except in those cases in which the SUPPLIER is legally obliged to transmit it or is ordered by a competent Authority, or when refusing to do so would be illegal. Without the prior, written and express authorization of GALFER, the SUPPLIER may not copy, reproduce, translate, modify, adapt, develop, disassemble, separate, perform reverse engineering operations or any other operation intended to extract the source codes, in whole or in part, of the Confidential Information provided.
 - b) The SUPPLIER may not assert, directly or indirectly, any right relating to the information that is detrimental or adverse to GALFER's ownership of said information.



- c) The SUPPLIER undertakes not to inform, confirm or otherwise reveal that GALFER has provided the information, unless the CONTRACTOR has given his or her prior written consent.
- d) The SUPPLIER will adopt the necessary security measures to ensure that the information is not accessed by unauthorized third parties.
- e) The SUPPLIER undertakes to inform its representatives, employees and collaborators about the treatment that must be given to the information, and to require them to make the same commitments as those assumed by its company, with the SUPPLIER being responsible for its actions.
- f) Once the Agreement has expired, the receiving party of the Confidential Information shall return or destroy all data, documents and information provided by the other party or in its possession, as soon as requested, for the purposes of carrying out the contractual activities, in addition to destroying all copies and files it may have, unless it has received written permission to the contrary from the Party providing the Confidential Information.
- g) If GALFER authorizes the subcontract or assignment of the Contract in writing, the SUPPLIER must obtain from the Subcontractor or assignee a confidentiality agreement with the same conditions as those contained in this clause.
- h) The SUPPLIER acknowledges and accepts that compensation for damages may not represent sufficient compensation for the breach of confidentiality and that GALFER shall have the right to seek other remedies or to prevent any possible breach or damage arising from such breach in accordance with applicable law. In the event of a breach of confidentiality requirements, GALFER may decide to terminate the Contract.
- i) The SUPPLIER acknowledges and agrees that the Confidential Information belongs to and remains the exclusive property of GALFER and its representatives. Nothing in the Contract shall be construed, unless expressly stated in writing, as the granting of a license or similar in respect of patents, copyrights, inventions, trade secrets, trademarks, discoveries or improvements made, conceived or acquired, both before and after the execution of the Contract.
- j) The SUPPLIER may not use the name of GALFER or publicize the existence of the Contract unless authorized in writing by GALFER.

21.1.7. This confidentiality agreement will continue to be binding on the SUPPLIER for five (5) years from the moment the Contract is terminated or ended for any reason, in the event that the information ceases to be considered confidential or if GALFER so notifies the SUPPLIER.

22. PERSONAL DATA

22.1. Processing of personal data of the SUPPLIER and its representatives

22.1.1. For the purposes of the provisions of the regulations on the protection of personal data, GALFER informs the representative or representatives of the SUPPLIER of the following:

- a) The personal data provided, as well as those that may be collected during the development of the contractual relationship, will be processed by GALFER as the data controller, for the purpose of managing the contractual relationship between the Parties; including the SUPPLIER in the company's master list of suppliers; as well as for the management and execution of the contracted supply. The legitimate basis for the processing of the data is the execution of the Contract.
- b) The SUPPLIER is informed that its data may be communicated to third parties when necessary for the correct development and control of the contractual relationship between the parties or when a law so authorises. Likewise, the data may be communicated by the SUPPLIER to the companies of the group to which GALFER belongs, for internal administrative purposes, the legitimate basis being the legitimate interest recognised by the GDPR.
- c) Likewise, you are informed about the possibility of exercising the rights of access, rectification or



deletion, limitation of processing, opposition and portability of data in accordance with current legislation by contacting GALFER by email addressed to info@galfer.es. You also have the right to file a complaint with the Spanish Data Protection Agency (www.aepd.es).

23. PROCESSING OF PERSONAL DATA BY THE SUPPLIER

23.1. Purpose of data processing

23.1.1. In the event that the execution of the Services subject to the Contract entails the processing of personal data owned by GALFER by the SUPPLIER, such processing will be subject to the provisions of Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights and Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and the free circulation of these data (or regulations that develop and/or replace them), with GALFER being assigned the status of data controller ("Data Controller") and the SUPPLIER being assigned the status of data processor ("Data Processor").

23.2. Conditions for the Processing of Personal Data by the Data Processor

23.2.1. The processing of personal data associated with the Services covered by the Contract shall be regulated either by a Personal Data Processor Agreement incorporated into the Contract as a Contractual Document, or, failing that, in a subsidiary and complementary manner, by the provisions of these General Conditions. In the latter case, the determination of the processing activities, the personal data subject to processing, the category of interested parties and the additional security measures in the processing of these shall be those established in the corresponding Contractual Documentation.

23.3. Treatment according to the instructions of the Data Controller

23.3.1. The Data Processor is obliged to process the data of the Data Controller in accordance with its instructions and for the exclusive purpose of executing the requested services, carrying out only the processing necessary for the provision of the services covered by the Contract, not using personal data for a different purpose, except when expressly authorized by the Data Controller.

23.4. Duty of confidentiality

23.4.1. The Data Processor guarantees that only those persons (own personnel and/or subcontracted personnel) who require access to provide the services covered by the Contract have access to the data and undertakes to ensure that all persons with authorised access to the data are obliged to maintain the strictest confidentiality regarding the information processed and to maintain the duty of secrecy regarding the data associated with the provision of services to the Data Controller on an indefinite basis.

23.4.2. All Data Processor personnel who have access to the Data Controller's data must have received appropriate awareness and training in personal data protection, depending on their job position.

23.5. Safety measures

23.5.1. The Data Controller undertakes to implement the necessary security measures in accordance with the provisions of Article 32 of the GDPR.

23.6. Minimum required documentation

23.6.1. The Data Controller is obliged to keep a record of the categories of processing activities carried out on behalf of the Client in accordance with Article 30.2 of the GDPR, which must be made available to the Data Controller if required.

23.7. International data transfers

23.7.1. The Data Controller guarantees that data processing will be carried out in member countries of the European Economic Area. Data may only be communicated outside the European Economic Area when the Commission has adopted a decision recognising that they offer an adequate level of protection or when adequate guarantees have been offered regarding the protection that the data will receive at their destination.



23.7.2. In any case, prior written authorization from the Data Controller will be required in order to process data outside the European Economic Area.

23.8. Communication of data to third parties

23.8.1. The Data Processor undertakes not to communicate personal data, even for its conservation, to other natural or legal persons, unless required to do so by a competent authority or expressly authorized by the Data Controller.

23.9. Outsourcing

23.9.1. The subcontracting or performance of any service that involves the processing of personal data of the Data Controller by a third party must be authorized in advance and in writing by the Data Controller.

23.10. Security Incident Notification

23.10.1. The Data Processor shall notify the Data Controller, without undue delay and in any event within a maximum period of 24 hours, of any breach of security of the personal data under its control of which it becomes aware, together with all relevant information for the documentation and communication of the incident. The Data Processor shall not disclose or carry out any communication or notice of any security incident without the prior written approval of the Data Controller.

23.11. Rights of interested parties

23.11.1. In the event that the Data Processor receives any request from data subjects regarding the exercise of their rights in relation to the protection of personal data, he/she must notify the Data Controller immediately, together, where appropriate, with other information that may be relevant to resolve the request.

23.12. Destination of data at the end of the service

23.12.1. At the request of the Data Controller at any time and, in any case, within a maximum period of fifteen (15) business days from the expiration or termination of the provision of the service subject to the Contract for any reason, the Data Processor undertakes to (i) d(ii) to store the personal data and, where applicable, the media on which they are stored, or (ii) to destroy the personal data.

23.12.2. However, the Data Controller You may retain a copy, with the data duly blocked, as long as liabilities may arise from the performance of the service.

23.13. Interlocutors on data protection and information security

23.13.1. The Data Processor is obliged to inform the Data Controller of any change that may occur in the identity or contact details of the controller(s) identified as the "Data Protection Officer" in their public information made available to third parties.

23.14. Compensation and liability

23.14.1. The SUPPLIER undertakes and undertakes to hold GALFER harmless against any claim that may be brought against it, and in particular to hold the CONTRACTOR harmless with the guarantees contained in the Contract, agreeing to pay the amounts that GALFER may be obliged to pay in the form of sanctions, fines, compensation, damages and interests as a result of the SUPPLIER's breach.

23.14.2. The SUPPLIER, in accordance with article 82 GDPR, shall be liable, in any case, for any damage caused in the processing of the data, as a result of non-compliance with the Contract or the instructions given by GALFER.

24. COMMUNICATIONS

24.1. All communications between the SUPPLIER and GALFER, relating to the Contract, shall be made in



writing, and shall be deemed to have been duly made if they have been delivered personally (by signature with acknowledgment of receipt), by burofax with certificate of content or by email or other type of communication in electronic format to the addresses specified in the Contractual Documentation, provided that in all these cases reasonable evidence of their due receipt and content can be left by the recipient or recipients.

24.2. Any modification of the personal data or addresses for the purposes of notifications must be immediately communicated in accordance with the rules established in this Condition. As long as a party has not received notification of such modifications, the notifications that it makes in accordance with the original data will be deemed to have been correctly made.

25. ETHICAL AND CONDUCT CODE. CORRUPTION PREVENTION STANDARD. HUMAN RIGHTS

25.1. Ethical conduct and regulatory compliance regulations (Compliance)

25.1.1. The SUPPLIER declares that it is aware of and agrees to comply in its entirety with the content of the Code of Ethics and Conduct, the Corruption Prevention Procedure, the Human Rights Policy, and the rest of the ethical conduct regulations of the GALFER Group, available on its website (www.galfer.eu). Furthermore, the SUPPLIER undertakes to inform and enforce the content of the aforementioned regulations to its employees, subcontractors, third parties contracted by the SUPPLIER and its entire supply chain.

25.1.2. In the event that the SUPPLIER becomes aware of non-compliance with any other rule of ethical conduct of the GALFER Group, whether by its employees, subcontractors, third parties contracted by the SUPPLIER or any other member of its supply chain, it must notify the Ethics and Regulatory Compliance Committee of the GALFER Group, using the communication channels established for this purpose, on its website (www.galfer.eu).

25.1.3. Furthermore, the SUPPLIER undertakes to avoid any form of corruption. Therefore, GALFER prohibits and the SUPPLIER undertakes not to make use of any type of promise, offer or request for illicit payment, in cash or through any other benefit, in order to favour its relations with interested parties. This prohibition extends to all its employees and managers. The SUPPLIER guarantees that its subcontractors, third parties contracted by the SUPPLIER and its entire supply chain do the same.

25.1.4. In the event of non-compliance with one of these duties, GALFER reserves the right to terminate the Contract and the SUPPLIER shall indemnify and hold the CONTRACTOR harmless from any related damage, loss, cost or expense.

25.2. Conflict of interest

25.2.1. During the execution of the Contract, the SUPPLIER is obliged to exclusively consider the interests of GALFER, ensuring that no situations arise that may lead to the existence of a conflict of interest in relation to the activities to be carried out.

25.2.2. Throughout the duration of the Contract, the SUPPLIER undertakes to behave in a manner that avoids conflicts of interest. If a situation arises that may give rise to a conflict of interest, without prejudice to GALFER's right to terminate the Contract, the SUPPLIER undertakes to immediately inform GALFER in writing and to comply with GALFER's reasonable instructions, which will be issued after consultation and assessment of the needs specified by the SUPPLIER.

25.3. Integrity Clause:

25.3.1. By signing the Contract, the SUPPLIER declares:

- a) be aware of the commitments made to GALFER, contained in the GALFER Group's ethical conduct regulations;



- b) not be subject to criminal proceedings for tax crimes, crimes against the public administration, crimes against property, crimes against personal freedom, public order, or environmental crimes;
- c) not be subject to criminal investigation in relation to any fact or matter, or to unlawful conduct that constitutes tax crimes, crimes against public administration, crimes against property, crimes against personal freedom, public order, or environmental crimes

25.4. SUPPLIER Code of Ethics

25.4.1. Alternatively, if the SUPPLIER has its own Code of Ethics and its own policies against corruption and respect for human rights, GALFER may recognize, at its sole discretion, such documents provided that they refer to principles considered similar to those established in GALFER's counterpart documents.

26. SUSPENSION, WITHDRAWAL AND TERMINATION OF THE CONTRACT

26.1. Suspension

26.1.1. If, for any reason, GALFER considers it necessary or is forced to suspend all or part of the execution of the Contract, it will notify the SUPPLIER in writing, explaining the reason and providing an estimate of the duration of said suspension. The suspension will become effective as of the date indicated in the notification. The SUPPLIER must, from that date, cease activities and store and maintain the materials and equipment, without prejudice to all other obligations arising from current legislation and/or established in the Contract.

26.1.2. GALFERThe SUPPLIER shall notify the SUPPLIER in writing and with reasonable advance notice of the resumption of the Services. The time remaining for the completion of the suspended part of the execution of the subject matter of the Contract shall begin to run from that date. The SUPPLIER shall be entitled to receive payment, as defined in the Contract, for the Services executed and accepted. Payment for the part of the Services not completed but which are in an advanced state of execution at the time of notification shall be negotiated between the Parties.

26.1.3. If the suspension is motivated by non-compliance or a reason attributable to the SUPPLIER, the SUPPLIER shall bear all costs and expenses incurred by GALFER due to the suspension.

26.2. Withdrawal

26.2.1. GALFERYou may withdraw from the Contract at any time and regardless of the progress of the Contract. Withdrawal will be communicated in writing with acknowledgement of receipt and will be effective from the date of communication of the withdrawal.GALFERof the activities to be completed and those to be ceased immediately. Activities carried out by the SUPPLIER on a regular basis up to the date of cancellation will be compensated by GALFER in accordance with the contractual prices.

26.2.2. The SUPPLIER may withdraw from the execution of the Contract in accordance with the provisions of the law applicable to the Contract.

26.3. Resolution

26.3.1. GALFERmay terminate the Contract, partially or totally, in the cases contemplated by law and/or in the cases stipulated in the Contract and/or in the following cases, where there is a cause that prevents or significantly negatively affects the correct execution of the Contract:

- a) death of the SUPPLIER, if it is a natural person, or, for both Parties, a change in his capacity that prevents, hinders or modifies the execution of theContractsubstantially.
- b) dissolution, extinction, transformation, spin-off, merger, absorption, capital reduction, essential change of the corporate purpose or significant changes in the control or management bodies of the SUPPLIER, in the event that such changes have a negative impact on the execution of theContractor contravene the GALFER Group's ethical conduct regulations.
- c) decrease in the economic or financial capacity or solvency and/or credit risk of the SUPPLIER,



disposal of all or part of the assets and/or businesses of the SUPPLIER, as well as the cessation or threat of cessation of its activity or other type of legal difficulty, or of any other type, that negatively affects the execution of the Contract by the SUPPLIER.

- d) the SUPPLIER's inability to obtain in a timely and complete manner the certificates, authorizations, licenses and/or approvals necessary for the correct execution of the Contract in relation to its own products or activities or any loss thereof while the Contract is in force.
- e) failure of the SUPPLIER to remedy non-compliance with the relevant technical specifications and/or in the event of repeated errors or defects or non-compliance with the instructions provided by GALFER.
- f) interruption or suspension by the SUPPLIER of the execution of the Contract, as well as the inability to perform or non-compliance by the SUPPLIER and/or its Subcontractors, of the object of the Contract or any of the requirements or precepts of the legislation applicable to the Contract.
- g) the verification at any time, after the signing of the Contract, of any omission or lack of veracity of any information or statement offered by the SUPPLIER in relation to compliance with the legal, economic, financial, technical or contractual conditions.
- h) incorrect execution of the object of the Contract for reasons attributable to a subcontractor, or any person designated by the SUPPLIER, and/or non-payment of compensation for damages caused to any person or property.
- i) the performance by the SUPPLIER of acts or omissions or situations relating to the SUPPLIER that may pose a risk to GALFER's reputation and that lead to a deterioration of confidence in the honorability and integrity of the SUPPLIER, and in its reliability for the execution of the Contract.
- j) loss of any of the requirements established for approval (if applicable), in relation to the conclusion and fulfillment of the Contract.
- k) when ordered by any administrative or judicial authority.
- l) any other breach by the SUPPLIER of the obligations agreed in the Contract which may prevent or significantly and adversely affect the satisfactory performance of the Contract, or any other reason specified in the Contract as a reason for resolution.

26.3.2. In the cases described above, GALFER may choose to terminate the Contract immediately or grant the SUPPLIER a period of rectification to remedy the breach of contract. If the SUPPLIER does not remedy said breach within the period granted, the Contract shall be automatically terminated. In any case, GALFER may additionally claim compensation for any loss or damage suffered.

26.3.3. In the event of termination of the Contract for reasons attributable to the SUPPLIER, GALFER shall have the right to acquire the Goods that the SUPPLIER has already manufactured, in whole or in part, or delivered, paying the relevant prices contemplated in the Contract or those corresponding to the market.

26.3.4. In the event of non-compliance by the SUPPLIER, GALFER may, without prejudice to the right to apply penalties or to take legal action in relation to its right to compensation for damages, carry out the following measures: (i) suspend outstanding payments to the SUPPLIER to comply with contractual obligations with third parties arising from non-performance of the Contract by the SUPPLIER; and (ii) execute any financial guarantee provided, if applicable, by the SUPPLIER.

26.3.5. The Contract shall also be terminated by its conclusion or fulfillment. In this sense, the Contract shall be deemed to be concluded by the passage of the agreed time or by the due fulfillment of the Services in accordance with the requirements of the Contract.

27. FORCE MAJEURE

27.1. Neither Party shall be liable for any breach of any of its contractual obligations if the execution of such



obligations is delayed or prevented due to force majeure, as defined in Article 1,105 of the Spanish Civil Code and in applicable jurisprudence, except as provided in the following Clause.

27.2. The SUPPLIER may not invoke the following as a cause of force majeure:

- a) Meteorological conditions or phenomena that could have been reasonably foreseen and whose negative effects on the execution of the Contract could have been totally or partially avoided by the SUPPLIER.
- b) Physical conditions of the place of execution of the Contract, which are known and accepted by the SUPPLIER.
- c) Delays or failures that could have been foreseen, avoided or corrected in advance, in obtaining material or human resources for the execution of the Contract.
- d) Technical, economic or financial difficulties of the SUPPLIER or its subcontractors.
- e) Delays or breaches of contract by any subcontractor of the SUPPLIER, unless such delays or breaches of contract are in turn the result of a cause of force majeure.
- f) Strikes or labour disputes by the SUPPLIER or its subcontractors, unless such strikes or disputes are of a national or sectoral nature.

27.3. The Party whose execution of the Contract is affected by events that it considers to be force majeure shall notify the other Party in writing as soon as possible, and always within a maximum period of five (5) calendar days from the day on which the Party became aware of the aforementioned events. The other Party shall respond in writing, accepting or not the cause in a reasoned manner, within a maximum period of ten (10) calendar days after receipt of the aforementioned notification. The absence of a response from the notified Party within the specified period shall be understood as acceptance of the cause invoked.

27.4. The fulfillment of obligations affected by force majeure shall be suspended for the duration of said cause, without any compensation consequences between the Parties or increase in the price of the Contract. The contractual obligations not affected by force majeure shall continue to be executed according to the contractual terms and deadlines in force prior to the occurrence of said cause.

27.5. After the cessation of the cause of force majeure, the Parties will agree either on the extension that must occur in the contractual terms, or on the necessary measures that can be adopted to recover, in whole or in part, the lost time in order to maintain, if possible, said terms.

27.6. If due to conditions of force majeure, the execution of the Contract is substantially affected and suspended for more than fifteen (15) calendar days, or it can be demonstrated that its execution is impossible, or there is a manifest risk of irreparable harm to GALFER, the latter may request the termination of the Contract, without compensatory consequences between the Parties.

28. INTERNATIONAL SANCTIONS

28.1. The SUPPLIER declares and guarantees **GALFER that, to the best of its knowledge, on the effective date of the Contract, neither the SUPPLIER nor any of its directors, nor the members of its governing body, nor the partners or shareholders who own at least five percent (5%) of the share capital of the SUPPLIER or in any company of which the SUPPLIER is at least fifty percent (50%) owned or otherwise controlled by the SUPPLIER, or which is under common control with the ultimate parent company, are subject to Sanctions; or are engaged in any activity or have engaged in any activity that may create exposure to Sanctions.**

"Sanctions" means all applicable economic or financial sanctions or trade embargoes imposed or enforced on the basis of laws, regulations, executive orders, restrictive measures or other related rules imposed or publicly notified by any of the following sanctioning authorities ("Sanctioning Authorities"): (i) the United Nations; (ii) the European Union and, where applicable, those that may be specifically established by any of its Member States, or other member states of the European Economic Area, as well as the United Kingdom



or Switzerland; or (iii) the United States government, including those administered by the Office of Foreign Assets Control of the United States Department of the Treasury.

- 28.2.** GALFER may terminate the Contract, upon seven (7) calendar days' written notice, in the event that the SUPPLIER or any of its Subcontractors are subject to a Penalty during the term of the Contract, or if the SUPPLIER provides misleading statements under this Clause. In the latter case, the SUPPLIER shall indemnify and hold GALFER harmless for any related damage, loss, cost or expense.

29. SUSTAINABILITY INFORMATION

- 29.1.** The SUPPLIER will provide the CONTRACTOR with all the information that the latter may reasonably request so that GALFER or any company of the GALFER Group can duly comply with the information requirements contained in Directive (EU) 2022/2464 of the European Parliament and of the Council of December 14, 2022, with regard to the presentation of information on sustainability by companies, the delegated acts contemplated therein and its transposition into Spanish law.

30. APPLICABLE LAW AND JURISDICTION

- 30.1.** The Contract and all issues that may arise between the Parties in relation to or in connection with it shall be governed and interpreted exclusively by Spanish Law, to which the SUPPLIER and GALFER expressly submit.
- 30.2.** For the resolution of any controversy, question, incident or dispute that may arise in the interpretation, execution and/or compliance of the Contract, and that cannot be resolved amicably, the SUPPLIER and GALFER submit to the jurisdiction and competence of the Courts and Tribunals of Barcelona, expressly waiving any other jurisdiction that may apply.