

GENERAL TERMS AND CONDITIONS OF PURCHASE OF TECNIC PROCESS EQUIPMENT MANUFACTURING, S.L.

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1. DEFINITIONS

1.1 "Contract": shall collectively refer to these general terms and conditions of purchase, the specific conditions, and the purchase orders that are necessary for the acquisition of products and/or the provision of a service between the parties.

1.2. "General Terms and Conditions of Purchase": shall mean the conditions set forth in this document, which will govern the contractual framework between the contracting parties.

1.3. "Specific Conditions": the specific terms and conditions that will govern the relationship between the parties and which will be included, in all cases, on the front of the purchase order, in order to complement the General Terms and Conditions of Purchase in any matters not expressly provided for therein.

1.4. "Purchase Order" or "Order": refers to the purchase order signed by an authorized representative of TECNIC addressed to the Supplier (including orders placed by email or other recognized electronic means).

1.5. "Supplier": the natural or legal person with whom the Contract is executed and who will provide the Services or supply the Products to TECNIC under it. The obligations and responsibilities imposed on the Supplier shall extend, where applicable, to its group companies and their respective employees and subcontractors.

1.6. "Products" or "Goods": by way of example, the deliverables, goods or articles that are the subject of the Purchase Order, which may include or be related, without any limitation, to TECNIC's business activity.

1.7. "Services": the work or services provided by the Supplier that are the subject of the Purchase Order and which may include or be related, without any limitation, to TECNIC's business activity.

1.8. "TECNIC": refers to the company TECNIC PROCESS EQUIPMENT MANUFACTURING, S.L., a Spanish company with registered office at C/ Ponent 10, Nave 1/2/3 – Pol. Ind. Can Pruna, 17421 Riudarenes (Girona), Spain, established by public deed authorized by the Notary of Girona, Mr. Ramón Coll Figa Favaro, on April 28, 2011, protocol number 1,049; registered with the Commercial Registry of Girona, Volume 2,823, Folio 202, Sheet GI-51.860; with Tax ID No. B-55103956. Any other terms defined throughout the text of these General Terms and Conditions of Purchase shall have the meaning assigned to them therein.

2. PURPOSE

2.1. These General Terms and Conditions of Purchase (hereinafter, the "GCP") have the purpose of establishing a contractual framework governing the commercial relationship between the contracting parties, i.e. between the Supplier and TECNIC, and shall apply to all offers, orders and contracts for the supply of Goods and the provision of Services to TECNIC, as applicable to each specific case. They can be found at any time at: <https://www.tecnic.eu/quality/>

Notwithstanding any content of the Supplier's general terms of sale, the Supplier declares that, in view of the commercial negotiations held with TECNIC, these GCP constitute the contractual framework that will govern the relationship between the Supplier and TECNIC. Consequently, the Supplier expressly agrees that in the event of any conflict between the Supplier's general terms of sale and these GCP, the latter shall prevail.

2.2. The GCP together with the Purchase Orders and any Specific Conditions that may be signed by TECNIC and the Supplier constitute an integral part of the Contract. In case of contradiction, they shall prevail in the following order: (1) the Purchase Order, together with any agreed technical specifications and Specific Conditions; and (2) the GCP.

2.3. TECNIC reserves the right to update or modify the content of these GCP at any time. The new versions shall apply to Orders issued after their publication or communication to the Supplier, and will be deemed accepted by the Supplier if, after having been communicated, the Supplier continues fulfilling or accepting new Orders.

3. ORDERS OR PURCHASE ORDERS

3.1. TECNIC's request for the delivery of a Product or the performance of a Service by the Supplier shall be formalized by sending the corresponding Purchase Order or Order to the Supplier, which shall specify the type and quantity of Products and/or Services requested by TECNIC.

3.2. The Purchase Order shall be deemed accepted and the contractual relationship perfected between the parties when the Supplier confirms acceptance thereof, either by affixing its signature or by any other electronic method that reliably evidences such acceptance by the Supplier, within a maximum period of three (3) business days from receipt of the Purchase Order ("Acceptance Period").

Concluded the Acceptance Period without any statement to the contrary by the Supplier, the Purchase Order will be understood to have been accepted by the Supplier, and at that moment the contractual relationship between the parties is perfected, with the Supplier being obliged to supply the Products or provide the Services as agreed in the Purchase Order.

3.3. Any modifications to the Purchase Order proposed by the Supplier shall only be effective if expressly confirmed in writing by TECNIC.

In the event that TECNIC needs to modify the Order once the Acceptance Period has elapsed, it must notify the Supplier in writing and the Supplier shall send, within no more than two (2) business days, an express written statement regarding how, if applicable, such change in the Purchase Order might increase or decrease the delivery times, invoicing/pricing, as well as any other additional information regarding the Order that the Supplier deems necessary and relevant. Any alteration of the agreed terms must in all cases be mutually agreed expressly and in writing by the parties.

No modification to Orders placed shall be allowed unless in accordance with this condition and, likewise, no change or alteration in prices or delivery times that is not proportional or equitable to those previously established in the Purchase Order shall apply or be enforceable by the Supplier in any case.

4. PRICES AND PAYMENT TERMS

4.1. The Supplier shall be bound by the prices stipulated in the Specific Conditions or, in the absence thereof, in the Order, which may only be modified with TECNIC's prior written consent.

4.2. Unless otherwise agreed, prices shall be stated in Euros and shall include all costs related to the Supplier's fulfillment of the Contract, including delivery expenses, transport costs, insurance, and packaging.

4.3. The Supplier guarantees to TECNIC that the price invoiced for the required Products or Services is the lowest price it charges to similar buyers for the type of Products or Services supplied or provided, as the case may be, for similar quantities and circumstances to those specified in the Purchase Order. To that end, the Supplier undertakes to provide TECNIC in advance with a list of official prices, which shall in all cases serve as the reference base for issuing Purchase Orders, without prejudice to any provisions set forth in the Specific Conditions.

4.4. Upon the delivery of the Products and/or performance of the Services, the Supplier is obliged to send to TECNIC a detailed invoice, issued on the 15th or 30th day of the current month, which shall include TECNIC's fiscal information, a reference to the Purchase Order number to identify the Order, and identification of all deliveries that have taken place, with their respective delivery note numbers. Compliance with these requirements is essential for the acceptance of each invoice issued by the Supplier, and the invoices must be available to TECNIC no later than ten (10) days after their issuance date. Likewise, the invoices must be sent to TECNIC by electronic means to the email address provided by TECNIC to the Supplier for such purpose.

4.5. Unless otherwise provided in the Specific Conditions, payment shall be made by bank transfer within a maximum term of ninety (90) days. This period shall be calculated from the time TECNIC receives the invoice issued by the Supplier in the form and within the time described in clause 4.4 above, provided it conforms to the Purchase Order and to the tax and accounting legislation in force, and as long as the delivered Product or Service is compliant. Otherwise, TECNIC shall have the right to suspend payment of the invoice and to request the Supplier to correct it, and TECNIC shall not in any case be liable for any financial costs arising from the correction of the invoice.

Payment of invoices that are not made available to TECNIC within a maximum of 10 days after their issuance, in accordance with clause 4.4 above, shall not be made until the immediately following month.



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4.6. The Supplier shall add to the price indicated in the Order the value added tax (or equivalent) at the rate and in the manner prescribed by the applicable legislation in force at each moment. In no event will TECNIC assume any liability arising from any other taxes, fees, contributions or levies that result from the provision of the Services and/or acquisition of the Products, unless the contrary results from the applicable legislation.

4.7. The making of full or partial payment for the Products or Services shall not be construed in any way as tacit total or partial conformity or acceptance of them by TECNIC.

5. DELIVERY

5.1. The delivery dates of the Products or completion dates of the Services indicated in the Order are considered essential terms of the Contract. The Supplier undertakes to strictly comply with the agreed deadlines.

5.2. All deliveries shall be made at the Supplier's cost and risk to TECNIC's registered office or, as the case may be, to the delivery address specified by TECNIC for that purpose, always during TECNIC's normal working hours, unless expressly agreed otherwise in writing by the parties.

5.3. The Products or Services that are the subject of the Contract, delivered or provided by the Supplier to TECNIC, as applicable, must comply with the specifications that have been set out in the Purchase Order.

5.4. The Supplier's compliance with the delivery period for the Products or the performance of the Services, as the case may be, as established in the Purchase Order, constitutes an essential condition of the Contract without which TECNIC would not have contracted the Supplier.

In this regard, the Supplier is obliged to inform TECNIC immediately of any delay in the execution of the Contract, in which case, if possible, the Supplier must proceed with partial delivery of the available Products or Services, as applicable, unless TECNIC decides otherwise.

Partial deliveries will be considered delayed deliveries and will only be deemed completed and, consequently, the Supplier's obligations fulfilled, when all the Products or Services have been delivered or provided, as applicable, to TECNIC in their entirety and in accordance with the corresponding Purchase Order. In any case, if the Supplier notifies a potential delay in fulfilling its obligations, TECNIC reserves the right to cancel the Purchase Order placed, in whole or in part, without any penalty, cost or liability arising therefrom, and reserves all rights to claim the costs and damages that this may cause, including, by way of example, the right to purchase substitute Products or Services from another supplier and to hold the Supplier liable for any costs incurred for this reason.

5.5. The failure by the Supplier to comply with the terms and conditions set forth in the Purchase Order and, in particular, the delivery deadline for the Product or the agreed period for the performance of the Service, including, if applicable, the additional period of fifteen (15) days granted by TECNIC, counting from the notification of such breach sent to the Supplier for the fulfillment of its obligations, shall entitle TECNIC to claim from the Supplier a penalty equal to the amount resulting from applying [10% - 20%] of the price of the Products or Services set in the Purchase Order for each day of delay incurred by the Supplier from the end of the delivery period set therein, without prejudice to TECNIC's ability to claim from the Supplier any damages that the Supplier's breach may have caused, directly or indirectly.

5.6. All deliveries must be accompanied by a delivery note detailing expressly the Purchase Order number and the quantity and list of Products, if any, that have been delivered. Likewise, all documents required by the applicable regulations in each case and/or by the Contract (manuals, certificates, safety data sheets, performance sheets, transport documents, detailed plans, drawings, instructions, descriptions, calculations, and any other document required in relation to the Products and/or the provision of the Services) shall be delivered. The Supplier undertakes, upon TECNIC's written request, to provide TECNIC with all information that allows TECNIC to identify the origin, place and date of manufacture, or any other information about the Products or the Services, as well as the serial or batch numbers in the case of Products, if applicable. Likewise, all Products must be delivered in strict compliance with the applicable regulations regarding marking or labeling and must be packaged in such a way that they are delivered to TECNIC in perfect condition.

To this end, the Supplier must provide all applicable technical or legal documentation, including without limitation, certificates of analysis or conformity, certificates of origin, user or installation manuals, safety instructions, safety data sheets (MSDS) in the case of chemical substances

or mixtures, homologation or calibration documents, third-party manufacturers' warranties (when applicable), and any other certificates or technical documents that TECNIC has requested or that are required under applicable law and necessary for the acceptance, installation, use or marketing of the Products.

5.7. When the delivery of the Products and/or the performance of the Services, as the case may be, takes place, in whole or in part, at TECNIC's facilities, the Supplier must comply with all rules and regulations in force at any time in said facilities regarding health, safety, working conditions and environment, which are communicated to it by TECNIC.

5.8. Any damage caused until the actual delivery of the Products to TECNIC, under the terms and conditions expressly agreed by the parties, shall be borne by the Supplier.

6. ACCEPTANCE OF DELIVERY, QUALITY CONTROL AND TRACEABILITY

6.1. The delivery of the Products or Services by the Supplier to TECNIC shall not imply, in any way, the acceptance or approval of them by TECNIC.

6.2. The Products and/or Services delivered and/or provided, as applicable, will be deemed compliant when TECNIC, having carried out the pertinent inspection thereof, expressly confirms in writing that they conform to what was expressly agreed by the parties in the Contract and, in particular, in the Purchase Orders. If the Products or Services are not compliant, TECNIC must notify the Supplier in writing within a maximum period of thirty (30) days from their receipt.

6.3. All non-compliant or defective Products may be returned to the Supplier within a maximum period of thirty (30) business days from the aforementioned non-compliance notification, with the Supplier assuming any costs that this may entail in full, and the Supplier must repair the defects as appropriate or replace the defective Products with others that conform to the specifications agreed by the parties. It is expressly noted that, in the event that TECNIC requests the return of a Product that is compliant with the Order and not defective (merely by way of example, due to design changes by TECNIC or due to an error attributable to TECNIC when indicating the Product reference), the Supplier may not impose any penalty on TECNIC for such return nor a reduction of any percentage of the agreed purchase price, with TECNIC simply bearing the transport costs of said return.

6.4. All Services considered defective or that do not meet any of the aspects guaranteed by the Supplier shall be performed again in full at the Supplier's cost as soon as possible.

6.5. In urgent cases, or if the Supplier fails to fulfill its obligation to repair defects immediately, TECNIC shall have the right to take the necessary measures, at the Supplier's expense, to correct and remedy said defects itself or by delegating the repair to a third party, without this affecting in any way the provisions of Clause 10.

6.6. The foregoing shall not apply with respect to Products whose defects were not evident at the time of the transfer of ownership thereof to TECNIC, in which case the provisions of Clause 10, relating to the Warranty of Products and Services, shall apply.

6.7. In any case, TECNIC reserves the right not to accept those Products and/or Services that are delivered and/or provided by the Supplier before the date agreed in the corresponding Purchase Order.

Consequently, until the agreed date of delivery of the Products and/or performance of the Services, TECNIC may reserve the right to review and accept the Products and/or Services that have been delivered and/or provided prior to the agreed date for that purpose. Therefore, until that date the periods for claiming defects and warranty of the Products and Services and other provisions set forth in these General Terms and Conditions of Purchase and, where applicable, in the corresponding Purchase Order, will not commence, and likewise the corresponding invoices for said Products and/or Services cannot be issued until that date and, in particular, until then, no obligation for TECNIC to pay for the Products and/or Services will arise.

6.8. The initial inspection or receipt by TECNIC does not exclude or limit the right to later claim for hidden or non-apparent defects at the time of delivery. If any defect or failure to meet specifications could not reasonably be detected until the use, commissioning or processing of the Products (for example, in the case of latent manufacturing defects), TECNIC shall retain the right to reject such Products or to demand their repair/replacement even



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after having put them into use, within the time limits legally established for claiming hidden defects. In no event shall the lack of immediate inspection upon delivery, nor the payment for the Products before inspection, be considered as tacit acceptance of the same, a waiver of actions for breach, or release the Supplier from its warranty obligations.

6.9. The Supplier shall implement and maintain an adequate and sufficient quality control system to ensure that all Products and/or Services supplied to TECNIC meet the specifications, standards and quality requirements agreed in the Order, as well as the applicable technical and safety regulations. The Supplier will carry out internal inspections and tests on the Products before shipment to verify that they conform to the requirements, and will keep records of such inspections. Upon request, the Supplier shall provide TECNIC with copies of quality control certificates or test results related to the Products supplied.

6.10. The Supplier must establish and maintain appropriate traceability mechanisms in its supply chain and manufacturing processes. This includes the clear identification of production batches or series of the Products and the maintenance of records that allow, for each batch supplied to TECNIC, at least: the raw materials or components used (and their respective suppliers and batch numbers), the date and place of manufacture or dispatch, and the quality controls carried out. The Supplier shall keep such records for a minimum period of five (5) years from the delivery of each batch, or for the longer period required by applicable law. These records must be made available to TECNIC, or to the competent authorities, upon request, especially in the event that quality defects are detected in the Products that could lead to product recalls or other corrective measures.

6.11. If the Supplier becomes aware of any irregularity, defect or non-conformity in the Products supplied to TECNIC (for example, by discovering a manufacturing defect in a delivered batch, or through an alert from its own supplier about defective materials), it must immediately inform TECNIC, indicating the details of the problem, the batches affected and the measures taken or proposed to correct it. In such case, in addition to the warranty obligations set out in Clause 10, the Supplier shall diligently cooperate with TECNIC in investigating the root cause of the non-conformity and in implementing the necessary corrective actions.

7. TRANSFER OF OWNERSHIP AND RISK

7.1. In the case of the supply of Products, the transfer of ownership will take place at the moment of their actual delivery at the TECNIC facilities indicated for that purpose, and the transfer of risk will take place in accordance with Incoterm Delivery Duty Paid or "DDP," unless otherwise agreed by the parties.

7.2. In the case of Services, the transfer of risk and ownership will take place upon the express acceptance or approval of them by TECNIC or, if there is none, once acceptance of delivery has taken place in accordance with the provisions of Condition 6 above, unless expressly agreed otherwise.

8. TERMINATION

8.1. In the event of a breach of any of its legal or contractual obligations by the Supplier, TECNIC shall have the right to terminate and/or rescind the Contract at any time, with immediate effect, upon express written notice to the Supplier to that effect, without the Supplier having the right to claim any compensation for the termination of the Contract or under the Contract.

8.2. TECNIC shall have the right to terminate the Contract immediately, at any time, upon express written notice to the Supplier to that effect, and without the Supplier having the right to claim any compensation or liability from TECNIC as a result, in the following cases: (i) when TECNIC considers that the Supplier has breached a Purchase Order or Order and, in the case of a remediable breach, when the Supplier fails to remedy it within fifteen (15) days following the notification of said breach made by TECNIC to the Supplier; or (ii) when an adverse event has occurred that could substantially and reasonably affect the Supplier's ability to carry out its contractual obligations.

8.3. The termination of the Contract shall not exempt either party from any obligations existing and accrued prior to the termination date.

8.4. Either party may terminate the Contract at any time, without the need to allege any cause, by giving the other party reliable written notice at least three (3) months in advance of the date such termination is to take place. All of the above is without either party having anything to claim from the other for such termination, except in the event that TECNIC had provided

materials, tooling or similar to the Supplier, and provided that the parties had not agreed on a different notice period in the Specific Conditions.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY

9.1. TECNIC and the Supplier are and will remain the owners of the industrial and intellectual property rights that they held prior to the formalization of the Contract.

9.2. Without prejudice to the foregoing, the Supplier grants TECNIC a license to use all industrial and intellectual property rights related to the Products supplied or that may derive from the Services provided by the Supplier, authorizing TECNIC, its employees or collaborators of any kind, to use, transform, operate, maintain, modify, adjust or repair the Products. This license shall be worldwide, irrevocable and non-exclusive, and is granted free of any third-party Intellectual and/or Industrial Property rights or any pending obligation or royalty, and with no time limitation.

9.3. The Supplier expressly agrees that all industrial and intellectual property rights, regardless of format, created specifically for TECNIC under or in connection with the Contract shall be the exclusive property of TECNIC from the moment of their creation. In this sense, if as a consequence of the supply of Products or the provision of Services, Intellectual and/or Industrial Property rights are created, the Supplier shall transfer exclusively and irrevocably all intellectual and industrial property rights, or in general all proprietary rights, to TECNIC. These exploitation rights include, by way of example but not limited to, the right of reproduction, the right of communication, distribution, and transformation in all formats and on all known or future media, for the entire duration of the Intellectual and/or Industrial Property rights under applicable law and worldwide.

9.4. The Supplier shall assume fully and exclusively all consequences arising from any infringement of Industrial or Intellectual Property rights related to the Products supplied and/or the Services provided, and shall hold TECNIC harmless from all liability in this respect, indemnifying TECNIC for any damages arising therefrom and for any claims that may be filed by third parties in this regard.

10. WARRANTY OF PRODUCTS AND SERVICES

10.1. The Supplier represents and warrants that all Products and Services supplied and provided, in each case: (i) will conform to the quantities, qualities, specifications, descriptions and other particulars that have been included in the Purchase Order; (ii) will conform to the samples, design criteria, drawings, descriptions, requirements and specifications, among others, that may be provided by TECNIC; (iii) will be fit for the intended use; (iv) will be free from any defect, lien, encumbrance or third-party claim; (v) will have been carried out properly by trained, qualified and experienced personnel; (vi) will conform to the highest industry standards; and (vii) are new, original and do not contain any used or reconditioned part or component.

10.2. The Supplier warrants that it has all necessary permits and licenses to sell the Products and/or provide the Services to TECNIC and that it complies with all relevant laws, regulations and codes of practice that affect its obligations and the execution of the Purchase Order. The Supplier undertakes to have or obtain, as appropriate, such permits and licenses at its own cost, and shall provide TECNIC, when so required, with information or documentation regarding the Supplier's compliance with such requirements, as well as any other information or documentation required by TECNIC, provided that it relates to TECNIC's compliance with any law, regulation or requirements that apply to TECNIC's receipt and use of the Products or Services.

10.3. Without prejudice to TECNIC's rights under the Purchase Order and applicable law, the Supplier offers a warranty against defects for the delivered Products for the longer period between (i) the Supplier's normal warranty period or (ii) a period of one (1) year from the date of acceptance of the Products by TECNIC. In the case of Services, the warranty will last for the longer period between: (i) the Supplier's normal warranty period or (ii) a period of one (1) year (or the duration indicated in the Purchase Order) from the date of receipt or acceptance of the Services by TECNIC.

10.4. Furthermore, where appropriate, the Supplier shall deliver to TECNIC the original manufacturer warranty certificates issued by third parties for components, parts or equipment incorporated into the Products, or for products that the Supplier resells as-is from other manufacturers, in all cases ensuring that TECNIC (and its end customers, if applicable) can directly enforce said manufacturer warranties. The existence of additional



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third-party warranties shall not release the Supplier from its own warranty obligations set forth in these GCP.

10.5. The provisions of this condition shall include and also apply to any spare parts, repaired, replacement or remedied products, or remediation services supplied by the Supplier. Within the warranty period, the Supplier undertakes to promptly replace or correct, as soon as possible and at no cost to TECNIC, all delivered Products that do not meet the technical aspects and conditions established by the parties, as well as the requirements indicated by them, or, if applicable, to perform the contracted Service again at no cost to TECNIC. In the event that the Supplier fails to fulfill its obligation to correct or replace the defects, TECNIC may correct or replace said defects or errors itself or through a third party, with the resulting expenses being borne by the Supplier. TECNIC may deduct the amount of such expenses from the invoices issued by the Supplier that are pending payment, withhold the corresponding amount, or execute, up to said amount, the guarantee(s) provided by the Supplier to TECNIC.

The warranty covers both the costs of replacement and repair of defective materials and accessories of the Products or, in general, the costs arising from the complete performance of the Service, as well as travel, per diem, transport, etc.

In cases where replacement or repair are not feasible within a reasonable time or would involve significant inconvenience for TECNIC, TECNIC may opt to terminate the Order with respect to the affected Products/Services and demand the return of the amounts paid for them, or a reduction of the price if it decides to accept them with a minor defect, all without prejudice to the compensation for damages that may apply. These warranties and remedies are additional to and do not exclude other rights and actions of TECNIC recognized by law or by the Contract.

10.6. The breach of any of the warranties in this Clause shall entitle TECNIC, without prejudice to other rights it may have, to terminate the Contract and to claim damages suffered by TECNIC, costs and expenses (including, by way of example, legal costs, attorneys' and court agents' fees, etc.), by way of compensation.

11. CONFIDENTIALITY

11.1. The parties undertake to maintain as strictly confidential all information to which they may eventually have access as a consequence of the Contract, both during the term of this Contract and after its termination, i.e., indefinitely.

11.2. Likewise, the parties undertake not to provide to third parties or use in any way the confidential information of the other party for purposes other than the execution of the Contract, and to adopt all necessary measures to ensure that their respective employees, agents or collaborators do not disclose or distribute the confidential information in violation of this Condition.

11.3. Each party agrees to protect the confidentiality of the other party's confidential information in the same manner that it protects the confidentiality of its own confidential information of a similar nature. Access to confidential information shall be limited only to personnel and collaborators of TECNIC and the Supplier involved in the collaboration governed by the Contract.

11.4. All confidential information to which the Supplier has had access in accordance with the provisions of this document, including copies thereof, shall be returned or destroyed at the end of the collaboration under the Contract, or earlier at TECNIC's request, unless the Supplier is authorized to retain it in accordance with applicable law.

11.5. The Supplier shall immediately notify TECNIC of any unlawful use or disclosure of the confidential information that is discovered or revealed, as well as any other breach of this document by the Supplier, its employees or collaborators, and shall cooperate with its best efforts to help TECNIC regain possession of its confidential information and prevent further unauthorized uses.

11.6. All information exchanged between TECNIC and the Supplier, including the existence and terms of the Contract, shall be treated as confidential and shall not be disclosed to any third party, unless there is prior written consent of the other party or a legal obligation to do so. This confidentiality obligation shall remain in effect even after the termination of the Contract for any reason.

12. INSURANCE

12.1. The Supplier shall take out and maintain in force and up to date with payment, throughout the term of the Contract and any applicable warranty period, an insurance policy (with no deductible) with a reputable insurance company, relating to its professional liability, general civil liability and, in the event that the Supplier supplies goods, product liability, and in the event that it transports them, transport liability, for the coverage amount indicated in the Contract or, if such amount is not specified in the Contract, for a minimum amount equivalent to the total replacement value of the Products supplied by the Supplier. This policy shall cover damages of any kind, including environmental damage, and personal injuries, tangible and intangible property damage and recovery costs, during the performance of the delivery and thereafter, as well as, if applicable, business interruption, product recalls and liability for defective products.

13. LIABILITY

13.1. The Supplier must have at all times the necessary means, both human and material, to fulfill the purpose of the Contract. Without prejudice to any instructions that TECNIC may provide in the performance of the obligations assumed under the Contract or the Order, the Supplier will organize its professional activity independently and according to its own criteria. Consequently, both parties acknowledge that the relationship between them derived from the Contract or the Order is a commercial relationship between independent contracting parties and does not create any kind of employment relationship between them, and neither of them may act or present itself to third parties as if that were the case.

13.2. For all legal purposes, the Supplier is considered the employer of its employees, and such employees have no employment or any other relationship with TECNIC. The Supplier shall be solely responsible for the fulfillment of any social and labor obligations that are required of it under current national legislation.

13.3. The Supplier expressly agrees to assume fully and exclusively the liability derived from the conduct of its business activity, for the direct and indirect damages it may cause to TECNIC or to third parties, regardless of whether it has fully or partially fulfilled the obligations attributable to it under the Contract.

13.4. The Supplier is responsible for, shall hold harmless, keep indemnified and, as appropriate, indemnify TECNIC from any claim made by a third party for non-compliance in the provision of the services or the delivery of the goods, in accordance with the applicable specifications, standards, regulations and contractual provisions. This indemnification obligation shall cover, among other items, all losses, damages, liabilities, penalties, costs and expenses (including reasonable attorneys' and court agents' fees) incurred by TECNIC as a result of such claims. In particular, the Supplier expressly undertakes to indemnify and exonerate TECNIC from liability for any action, demand or claim by third parties based on personal or property damage caused by the Products or on the lack of safety, defect or non-compliance thereof, with the Supplier assuming the position of defendant if so required by TECNIC.

13.5. The Supplier may not invoke against TECNIC any exclusion, exemption or limitation of liability that has not been expressly agreed in the Contract. Any attempt by the Supplier to limit its liability through conditions printed in its documents (offers, delivery notes, etc.) shall be considered null and void in the context of the Contract with TECNIC. Consequently, the Supplier's liability will not be limited to the value of the Order or to any other quantitative limit, unless the Parties agree otherwise in writing or such limitation is mandatorily provided by applicable law.

14. MISCELLANEOUS

14.1. The GCP may only be modified by means of an express written agreement between TECNIC and the Supplier, or by prior reliable notification from TECNIC to the Supplier of the modification thereof, granting the latter a maximum period of fifteen (15) days to refuse to accept it.

In the event that the Supplier does not wish to accept such modification, the Supplier must notify TECNIC expressly and by reliable means in writing within the aforementioned maximum period of fifteen (15) days, in which case, on the date that said maximum period expires, the Contract will be automatically extinguished and terminated, without the parties having any claim against each other as a consequence, except for the fulfillment of



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obligations pending prior to that date. If by the end of the aforementioned maximum period the Supplier has not notified TECNIC of its refusal to accept such modification in the form and within the time indicated above, the modification of the GCP will enter into force and be binding on the contracting parties from the date of expiration of said maximum period, with the continuation of the commercial relationship being understood as an express manifestation of acceptance of the duly informed new conditions.

14.2. Any notification that must be made by the parties in relation to any of the matters governed by the GCP, the Specific Conditions or the Purchase Orders must be made in writing, be signed by an authorized representative of the corresponding party, and be sent to the postal address or email address indicated in the Purchase Order.

14.3. Neither party shall be liable for the failure to fulfill its obligations under the Contract if such failure is due to a cause of force majeure, understood as events that could not have been foreseen, or that, if foreseen, were inevitable. For these purposes, and by way of example and not limitation, the following shall not be considered force majeure events: strikes, transportation problems, difficulties in obtaining raw materials, labor, fuel, energy or machinery, the stoppage of the Supplier's activity, as well as non-compliance by third parties contracted by the Supplier.

14.4. The supervening nullity, invalidity or unenforceability of one or more provisions of the GCP shall not affect the applicability, validity and enforcement of the remaining conditions.

14.5. The Contract replaces all prior agreements and understandings, verbal and written, between the parties in relation to its subject matter, including other general or specific conditions and other terms that may appear in TECNIC's documents and in the Supplier's invoices, delivery notes, estimates, quotations, order forms or any other document, unless otherwise agreed in writing between the parties.

14.6. The Supplier may not assign the Contract, nor subcontract a third party for the supply of Products or the performance of the contracted Services, under any circumstances, without TECNIC's prior express written authorization in this regard.

14.7. TECNIC may assign the Contract and the obligations and rights arising from it at any time, in whole or in part, without the need for the Supplier's express authorization, provided that TECNIC notifies the Supplier at least fifteen (15) days in advance of the planned date for such assignment.

15. PERSONAL DATA PROTECTION

15.1. In accordance with current regulations on personal data protection, TECNIC, in its capacity as Data Controller, will process the Supplier's data for the management and payment of the contracted services. The legal basis for the data processing is the performance of the contractual relationship and compliance with legal obligations.

15.2. The Supplier's personal data will be kept for the period provided by current legislation (especially in civil, tax and accounting matters) once the contractual relationship has ended.

15.3. Personal data may be communicated to financial entities for the payment of invoices, to auditing firms for reviewing financial and accounting statements, where applicable, to insurance companies for underwriting the corresponding policy, and to Public Administrations in legally provided cases. Additionally, data may be hosted by entities outside the European Union, in accordance with appropriate safeguards, under conditions of maximum security and confidentiality, about which more information can be obtained via info@tecnic.eu

15.4. The Supplier may exercise the rights of access, rectification, deletion, restriction, portability and opposition, under the terms and conditions provided in current legislation, by email to info@tecnic.eu. In the event that a satisfactory response is not obtained or the Supplier wishes to file a complaint or obtain more information about any of these rights, it may contact the Spanish Data Protection Agency.

15.5. In the event that the Supplier, in the context of the performance of the contracted services, processes or accesses personal data for which TECNIC is responsible, the data processor clauses provided in the applicable regulations shall likewise apply, as attached in Annex 1.

16. COMPLIANCE WITH LAWS

16.1. The Supplier undertakes to comply with and respect at all times all laws, regulations and legal or administrative provisions that apply to its activity, to the Products and/or Services supplied. This includes, by way of example but not limitation, commercial, tax, labor, social security, environmental, occupational health and safety, transport, customs, personal data protection, competition, consumer protection, risk prevention regulations, and any other that is pertinent according to the nature of the goods or services object of the Order. The Supplier declares it is up to date in the fulfillment of its tax and Social Security obligations; at TECNIC's request, it shall provide official certificates evidencing such compliance (for example, certificates of being up to date with payments to the Tax Agency and the General Treasury of Social Security). In case of non-compliance by the Supplier with its tax, labor or social security obligations that could imply subsidiary liability of TECNIC (for example, claims for wages by employees of the Supplier linked to the execution of the Order, or unpaid contributions to Social Security), TECNIC may immediately terminate the Contract and retain any pending payment to the Supplier to cover said amounts, without prejudice to any other actions that may be appropriate.

16.2. When the Products or Services are subject to specific technical or health regulations (for example, pharmaceutical, biotech, food, electrical industry standards, etc.), the Supplier assures that it complies with all applicable provisions and standards. In particular, the Supplier states that, in the production of the Products, it will observe Good Manufacturing Practices (GMP) or other quality standards as may be required by the competent authority. If certifications, markings (e.g. CE marking) or administrative authorizations are required for the marketing or use of the Products, the Supplier must obtain them at its own cost and deliver them to TECNIC along with the Products.

16.3. The Supplier commits to act with integrity and business ethics, refraining from engaging in practices of corruption, bribery, facilitation payments, influence peddling or any other contrary to applicable law (including Spanish legislation and, to the extent extraterritorially applicable, the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act). The Supplier declares that neither it, nor its directors, employees or agents, have offered, promised or given, nor will they in the future give, any payment, gift, commission, thing of value or undue advantage, directly or indirectly, to public officials or to TECNIC employees or agents, for the purpose of influencing decisions or obtaining favorable treatment in relation to the Contract. The existence of any indication of violation of this obligation will entitle TECNIC to immediately terminate the Contract for the Supplier's gross breach, without prejudice to any legal actions that may correspond.

16.4. The Supplier shall comply with all applicable regulations on export and import controls, economic and trade sanctions, and international trade control. In particular, it guarantees that it will not export, re-export or transfer, directly or indirectly, goods, software or technology supplied to TECNIC in violation of the export control laws of the European Union, the United States or other applicable countries. If the Products or their components are subject to export licenses or re-export restrictions, the Supplier shall promptly inform TECNIC and provide all necessary information (e.g. tariff and export control classification numbers, country of origin, etc.). The Supplier shall be responsible for obtaining and maintaining at its expense any official licenses or authorizations necessary to supply the Products to TECNIC at the agreed place of delivery, as well as for carrying out any required customs formalities, unless otherwise agreed in the Order.

16.5. The Supplier states that it complies with labor legislation and human rights in all jurisdictions where it operates. In particular, the Supplier guarantees that no child or forced labor is employed in its workplaces, that its workers receive at least the applicable legal or contractual minimum wage, that working time and rest regulations are respected, and that no discrimination is practiced on the basis of race, sex, religion, origin, sexual orientation or any other protected condition. Likewise, the Supplier ensures that it complies with occupational health and safety standards, providing a safe working environment for its employees. TECNIC may request the Supplier to provide documentation or evidence that demonstrates compliance with these obligations, especially if there is any suspicion of non-compliance, and the Supplier must fully cooperate.



GENERAL TERMS AND CONDITIONS OF PURCHASE OF TECNIC PROCESS EQUIPMENT MANUFACTURING, S.L.**17. APPLICABLE LAW AND JURISDICTION**

17.1. All conflicts between the Supplier and TECNIC that cannot be resolved amicably shall be submitted, with the express waiver by the parties of any other jurisdiction that may correspond to them, to the exclusive jurisdiction of the competent courts of the city of Girona (Spain). Likewise, the Contract is governed solely by the laws of Spain (the jurisdiction of TECNIC's registered office), with the express exclusion of the provisions of the 1980 Vienna Convention on the International Sale of Goods.

By processing or otherwise accepting this order by its recipient (the "Supplier"), and in the absence of a different agreement signed between TECNIC PROCESS EQUIPMENT MANUFACTURING, S.L. ("TECNIC") and the Supplier, the Supplier acknowledges, accepts and undertakes to comply with all the General Terms and Conditions of Purchase published on TECNIC's website or provided by TECNIC to the Supplier. Likewise, the Supplier also acknowledges, accepts and undertakes to comply with the regulations in force regarding privacy, data protection and the guarantee of digital right.



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