



Policy.

General terms and conditions of purchase

(Annex 4: Procurement of goods and services)

DISCLAIMER:

These OESIA Purchasing General Conditions apply to all the following companies: Oesia, Tecnobit, UAV Navigation, INSTER, Milethos and Cipherbit

The Spanish original version is duly signed and contains the version log. This is an authorized courtesy copy.

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1. DEFINITIONS

- 1.1. **GTCP:** these General Terms and Conditions of Purchase.
- 1.2. **Fundamental Clause [FC]:** any clause contained in these GTCP, the breach of which by the Supplier entitles the Buyer to cancel the Order at no cost.
- 1.3. **Purchase:** acquisition of a Product or Service in exchange for an economic consideration.
- 1.4. **Buyer:** the Purchasing Division of Grupo Oesia.
- 1.5. **Usage Decision (UD):** This indicates the conformity of the Product with its specifications during the acceptance check. This can be Accepted or Rejected.
- 1.6. **Latent defect:** a defect that cannot reasonably be detected by Grupo Oesia during the initial inspection and that manifests once the Product is in service.
- 1.7. **Purchasing Division:** the division of Grupo Oesia responsible for efficient procurement and contracting with suppliers, as well as for coordinating the units involved and carrying out the functions determined in these GTCP.
- 1.8. **Technical Documentation:** the plans, designs, specifications, test protocols, instruction books, user manuals, parts lists, quality certificates, approvals, x-rays, test and trial records, appendices, documentation, etc. attached to the Order and/or the Offer, or exchanged by the Buyer and/or the Supplier in execution of the Order.
- 1.9. **Grupo Oesia:** Oesia Networks, S.L. (Tax ID (CIF) B-95087482) and all the companies controlled, directly or indirectly, by said company in the meaning of Article 42.1 of the Commercial Code.
- 1.10. **Purchasing Manager:** a member of the Purchasing Division responsible for executing the corresponding purchase orders and monitoring any contract deriving therefrom. Each Purchasing Manager is also the Supplier Manager for a certain category of purchases.
- 1.11. **Service-Entry Sheet (SES):** Acknowledgement by the Buyer that a Service provided by a Supplier has been carried out in accordance with the agreed conditions of time and quality
- 1.12. **Offer:** the document in which the Supplier specifies the Products and Services to be provided, as well as the specific supply conditions, including the price and the terms and conditions of payment.
- 1.13. **Party:** in the singular, the Buyer or the Supplier, and in the plural, both parties.
- 1.14. **Purchase Order:** the document in which the Buyer specifies the Products and Services to be acquired, as well as the specific conditions of purchase and any changes to these GTCP.
- 1.15. **Product:** the good, material, equipment, product, article, element and/or spare part of any nature, supplied by the Supplier to the Buyer by virtue of an Order in accordance with these GTCP.

- 1.16. **Supplier:** the natural or legal person that provides a Product or a Service to Grupo Oesia in exchange for financial consideration.
- 1.17. **Service:** provision that satisfies a business or human need and that does not consist of the production of material goods.
- 1.18. **Sub-order:** Purchase Order issued by the Supplier to a subcontractor for the execution of a Purchase Order from Grupo Oesia.
- 1.19. **Sub-contractor:** the supplier of Products or Services contracted by the Supplier for the execution of the Order placed by the Buyer.
- 1.20. **Obsolescence:** For these purposes, "obsolescence" means the plans of the Supplier and/or sub-contractor to cease manufacturing the Product or spare parts.

2. LEGAL REQUIREMENTS

- 2.1. When executing orders, the Supplier shall act as an independent legal or natural person as the case may be, and in no case as an agent of the Buyer. In no circumstances shall the Supplier's personnel be considered employees of the Buyer.
- 2.2. The Supplier must comply at all times with the applicable legislation, from the acceptance of the Order to the delivery of the Product or Service in question. To this end, it will fill out and return the Supplier's approval form, to which it will attach the documents requested, including those related to environmental aspects, compliance, data protection, cybersecurity and any others that apply.

3. ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

- 3.1. By accepting an order, the Supplier unreservedly agrees to these GTCP, unless a contract is negotiated that includes amendments or when this is expressly included in the Purchase Order.
- 3.2. Therefore, the Supplier's General Terms and Conditions of Sale, which it expressly renounces by accepting the Order, are null and void unless otherwise indicated in the Order itself.
- 3.3. Any exceptions or amendments to these GTCP must be expressly included in the contract, in the specific conditions of the Order.
- 3.4. Derogations from the GTCP are applicable only to the specific Order to which they refer, and the Supplier may not extend them to other past or future Orders.

4. OFFERS AND THEIR VALIDITY

- 4.1. Offers must be delivered on the date or within the period indicated.
- 4.2. Any terms, conditions and specifications, included in or attached to the Supplier's Offer, or in the correspondence relating to it, that contradict those established in these GTCP or in the Order, shall be deemed rejected by the Buyer and shall be null and void, being considered not to have

been written. The mere mention of the Offer in the Order or attached documents does not modify this clause.

- 4.3. The validity period of the Supplier's Offer must be defined therein, and must be at least 60 days, unless a specific period is expressly requested.
- 4.4. If the Supplier does not state anything expressly as regards the validity period, it shall be understood that it accepts the term established in clause 4.3m, or such term as may be specifically indicated in writing in the event of an exception.

5. ORDERS AND THEIR VALIDITY

- 5.1. **[FC]** Grupo Oesía and the Supplier agree to recognise as valid only Orders that are placed by the Purchasing Division.
- 5.2. Grupo Oesía may ignore, and shall not be bound in any way by any Order that, even though made in its name, has been placed by third parties or divisions of Grupo Oesía other than the Purchasing Division.
- 5.3. Order shall be valid for the time agreed, no tacit renewal being allowed unless expressly mentioned in the Order.

6. ORDER ACCEPTANCE

- 6.1. The Supplier agrees that the Order contains the definitive agreement between the Buyer and the Supplier and that there is no other agreement that modifies the terms, conditions or specifications of the Order, unless made subsequently in writing and accepted by both parties. Any amendments or exceptions subsequent to the Order, if approved by the Buyer, shall be reflected in an Order Review document, which must be accepted by both parties under the same conditions as the original Order.
- 6.2. The Supplier shall notify the Buyer of its acceptance of the Order within ten (10) days of its date. No payments will be made without acknowledgement of receipt and acceptance of the Order.
- 6.3. The Order will be formalised automatically when the duplicate copy of the same, accepted and signed by the Supplier, without changes or additions, arrives at Grupo Oesía's Purchasing Division.
- 6.4. Any amendments and changes made unilaterally by the Supplier to the Order, in the copy that it sends to the Buyer, shall invalidate the acceptance. In this case, the Buyer may place a new Order that conforms to the new conditions.
- 6.5. The start of execution of an Order before the return of the accepted and signed copy shall be deemed unreserved acceptance of such Order in its entirety, without prejudice to the obligation to return said copy in any case.

7. ASSIGNMENT AND SUB-CONTRACTING

- 7.1. [FC] The Supplier may not assign or transfer the Order, nor any of its rights and obligations without the prior written approval of the Buyer.
- 7.2. The Supplier may not sub-contract the content of the Order, in whole or in part, without the prior written approval of the Buyer.
- 7.3. In the event of having obtained authorisation to sub-contract, the Supplier shall continue to be responsible for the supply and labour, as well as for any and all Sub-orders that might arise.
- 7.4. At the Buyer's request, the Supplier shall notify the origin of its possible supplies in the Offer.
- 7.5. In the case of a service and/or subcontracting by Grupo Oesia, for Software applications; the conditions will be subject to the "Secure Software Development" annex.

8. QUALITY ASSURANCE

- 8.1. The Supplier must have, as usual practice, a duly documented quality assurance programme, drawn up in accordance with the guidelines of a recognised standard, which must be applied to the subject of the Order.
- 8.2. The programme shall include at least the quality manual, processes, procedures and instructions that determine the operation to be followed, as well as schedules of activities and actions and programmes of inspection points (if applicable), and this must be available to the Buyer from the moment the Offer is submitted.
- 8.3. In the specification of technical characteristics associated with Products, the quality assurance applied during the manufacturing period and, once finished, in the factory, in a laboratory or in its definitive installation, must be indicated. Tolerances shall be indicated and, where appropriate, penalties shall be set based on the results obtained.
- 8.4. In the specification of technical characteristics associated with Services, the type of quality control that will be applied to them shall be indicated, considering the timing of each of the activities as well as the compliance tests for each of them. Situations where penalties may be applied, due to delays, non-compliance, etc., may also be considered.
- 8.5. The Supplier must comply with the Quality Assurance requirements indicated in the Order.

9. INSPECTIONS

- 9.1. The Buyer, its authorised representatives, its customers or Quality Assurance Representative (QAR), may inspect the Product before

- shipment, at the facilities of the Supplier or Sub-contractor(s), who must provide everything that may be necessary for such inspection.
- 9.2. The cost of the tests at the Supplier's or its Subcontractors' premises shall be included in the Offer, except for the expenses of the Buyer's personnel who attend to verify them.
 - 9.3. The inspection and acceptance of the Product shall not exempt the Supplier from fulfilling its warranties and responsibilities for supplying the Product in strict compliance with the specifications and with these GTCP.
 - 9.4. The Buyer may waive the inspection at the facilities, without this implying a waiver of its right to inspect the Product at destination.
 - 9.5. The Supplier and the Buyer shall agree, at least three days in advance, on the scheduled date for the inspection or test of the Product.
 - 9.6. If the Supplier, directly or through its agents or employees, should have cause to enter the Buyer's work area, it shall first take out the appropriate insurance policy. In these cases, the Supplier shall take all necessary precautions to avoid accidents and personal or material damage that may affect any person or property during the work process that is the subject of the Order, observing the corresponding occupational risk prevention measures, and it shall save the Buyer harmless from any loss or financial liability arising directly or indirectly from its actions.
 - 9.7. The Supplier shall provide the Buyer, at least 48 hours in advance, with a list of the people who will access the Buyer's work area, and the Buyer may deny access to anyone who does not appear on it. Any subsequent changes must be notified sufficiently in advance.

10. AUDITS

- 10.1. Independently of such inspections as may be carried out associated with the acquisition of Products, the Buyer reserves the right to establish dates and carry out audits of the Supplier, associated either with production control in the case of Product, or with the monitoring and assurance of the capacity and competence of the personnel and the evolution of the activities in the case of Services.

11. WARRANTY

- 11.1. **General Warranty:** As a general policy, the warranty period is two years, unless another term is indicated in the Order.
 - 11.1.1. The warranty period, in general, will start counting from the Usage Decision (UD) in the case of Products and from the Service-Entry Sheet (SES) in the case of Services.
 - 11.1.2. Approval in previous inspections shall not exempt the Supplier from its obligations under this warranty.
 - 11.1.3. In any case, this warranty does not imply cancellation or waiver of the Supplier's legal obligation to remedy hidden defects.
 - 11.1.4. The warranty shall not apply when the damage or accidents are due to the negligence of the Buyer's personnel.
 - 11.1.5. The Supplier also warrants that everything supplied in accordance with the Order is free of encumbrances and charges in favour of third parties not declared to the Buyer. The Supplier shall save the Buyer harmless

from any and all expenses or charges resulting from non-fulfilment of its contractual obligations towards its suppliers, Sub-contractors, employees, agents or any person with whom it has contracted a commitment of any nature that is directly or indirectly related to the Order.

- 11.2. **Product Warranty:** The Supplier warrants to the Buyer that the Products offered
- 11.2.1. are free from design, manufacturing or handling defects,
 - 11.2.2. conform to the specifications, plans, samples or other established descriptions that are applicable to them, with no variations unless agreed in writing,
 - 11.2.3. are adequate and of appropriate quality for the purpose for which they are intended.
 - 11.2.4. are new, unless expressly authorised otherwise in writing by the Buyer.
 - 11.2.5. If, in order to formalise the acceptance of a Product, it is essential to observe its operation in its definitive place of installation, the warranty period shall start from the date of its commissioning.
 - 11.2.6. In the case of latent defects, the warranty period shall start on the date on which Grupo Oesia becomes aware of such defect and notifies the Supplier.
 - 11.2.7. During the warranty period, the Supplier undertakes to repair or replace, at the Buyer's option, the defective parts of the Product, with due diligence, at its own expense (disassembly, packing, transport, customs, insurance, assembly and tests).
 - 11.2.8. For any replaced or repaired Product, and for all the elements that are related to it, a new warranty period shall apply, equal to that which remained on the initial Product, discounting the turnaround time (TAT), starting when the new Product is put into service.
 - 11.2.9. If the Supplier does not make the required correction within a reasonable time, the Buyer may, after informing the Supplier, make the repair itself or by commissioning third parties, the costs, including those in section 11.6 above, plus engineering and labour, being for the Supplier's account. In this case, a new warranty period shall be established equal to that which the replaced or repaired Product had upon its initial commissioning.
- 11.3. **Service Warranty:** For the provision of the Service, the best practices that apply to the relevant sector shall be taken into account.
In the case of a specific service that is not subject to the conditions of a particular sector, those agreed in the Contract with the supplier shall apply.

12. SPARE PARTS AND TOOLS

- 12.1. The Supplier shall maintain a stock of spare parts corresponding to the purchased Product, which shall be available to the Buyer for a minimum period of five (5) years from the date of delivery of the Product.
- 12.2. In addition to the foregoing obligation, at least six (6) months before the Product or the spare parts become obsolete, a written notice shall be sent to the Buyer in this regard.

- 12.3. Unless otherwise stipulated, the Supplier shall provide, at its own expense, the punches, tools, gauges, meters, fixed installations, moulds and dies necessary for the production and control of the Product in the Order, keeping them in good condition and replacing them when necessary, and it shall modify them in the event of variations in the original design or specifications.
- 12.4. Tools manufactured by the Buyer, or by third parties on behalf of the Buyer and assigned to the Supplier for the purposes of the Order, shall be the property of Grupo Oesia or, as the case may be, of the End Customer and, consequently, all of them must be perfectly marked with a plate in a visible place, indicating the property, and duly reflected in the Supplier's accounting.
- 12.5. The Supplier shall be responsible for the maintenance, upkeep and replacement, if applicable, of said tools.
- 12.6. The Supplier may not manufacture any products for third parties with the tools owned by the Buyer.
- 12.7. The tools may not be transferred, transformed or destroyed without prior written authorisation from the Buyer.
- 12.8. At the Buyer's request, the Supplier must indicate the location of the aforementioned tools, which shall be at its disposal at all times and they will be delivered upon first request.
- 12.9. The Supplier shall keep a record of the number of parts made with each tool, at the Buyer's disposal.
- 12.10. In the event of seizures against the Supplier by a third party involving Products or tools owned by the Buyer, of which the Supplier was a mere depositary on consignment for use for the purposes of execution of the Order, it must immediately declare that these are the property of the Buyer. It must also immediately inform the Buyer and owner if the seizure has taken place despite its opposition so that it can exercise its rights.

13. DOCUMENTATION

- 13.1. The Supplier must send the Technical Documentation and the Certificates specified in the Order.
- 13.2. The Supplier shall provide the invoices, shipping notices and shipping documentation in the form and number of copies required.
- 13.3. Any delay by the Supplier in the delivery of the plans or documents indicated in the order or its Appendices will lead to the suspension of the payments until the Buyer receives said documentation.
- 13.4. The Supplier undertakes for five (5) years from the date of delivery of the Products and Services, unless otherwise specified in the Order, to keep the originals of all the Technical Documentation provided to the Buyer in its possession, as well as any other documents that the Supplier deems appropriate for inspection and quality control purposes.
- 13.5. The Supplier undertakes to provide the Buyer, during the term indicated in the previous section, additional copies of the aforementioned documentation upon simple request.

14. DELIVERY CONDITIONS

- 14.1. The Buyer will indicate the delivery conditions of the Products and Services in each Order.
- 14.2. In the case of Products, "delivery" means the moment of transfer of possession of the Product, depending on the INCOTERMS of the Supplier.
- 14.3. Product deliveries will be made preferably by means of supply at the Buyer's premises with expenses paid, excluding insurance.
- 14.4. In the case of Services, "delivery" shall be understood as the moment in which the end user/client gives the "OK" to each of the milestones or services in accordance with the contract/offer.
- 14.5. Services shall be delivered at the place of delivery indicated by the Buyer in the Order.
- 14.6. In the case of Software, "delivery" shall be understood as the moment at which the /customer receives the email with the information on the software renewal/activation and the extension of the manufacturer's warranty.
- 14.7. If the Supplier does not meet the delivery deadline established in the Order and the delay is not attributable to force majeure, as defined below, the Supplier shall be subject to a weekly penalty of 0.5% of the total amount of the Order, excluding indirect taxes and duties. Penalties for delay may in no case exceed 10% of the total amount of the Order.
- 14.8. **[FC]** When the amount of the penalty reaches 10% of the total amount indicated above, the Buyer reserves the right to cancel the Order, without the obligation to indemnify the Supplier for damages, and with the right to receive the 10% penalty in its entirety.

15. PACKING, IDENTIFICATION AND SHIPPING

- 15.1. All the Products shall be packed by the Supplier so as to facilitate their safe handling, transport and storage. The packing shall be of a strength consistent with the size, type and weight of the Products contained and it shall be suitably secured to prevent slippage while in transit.
- 15.2. The packaging must at least ensure the integrity of the material supplied; it must be easily reusable or recyclable and made, as far as possible, from recycled materials, and must not contain toxic substances.
- 15.3. Suitable, adequate protection of the Product must be applied with materials resistant to atmospheric agents, using preventive materials to protect against corrosion where necessary, to protect against extreme temperatures, and protect against theft and misuse.
- 15.4. All Products shall be individually identified in the packing list, and the delivery note, indicating the Buyer's part number, the item reference and the batch number in a perfectly legible manner, indicating the Buyer's company name and the Order number on all visible parts.
- 15.5. Each Product received by the Buyer must be accompanied by a linear type barcode that includes the following information: item (PN), quantity, order number and delivery note number. The code schema must be as follows: PN%Quantity%Order No.%DeliverynoteNo.

- 15.6. Efforts will be made to reduce the packaging volume as much as possible. All those parts that allow it and that are not rigidly attached to a main part of the Product may be packed separately, taking care to mark them for easy identification. In machinery, corrodible parts must be protected with suitable substances before packaging. Likewise, due protection must be provided for instruments, precision tools, spare parts and electric motors, etc., that need to be kept in moisture-free conditions.
- 15.7. Fragile articles that must be lifted by mechanical means shall be attached to supports that allow them to be handled by cranes and elevators, and the suspension points shall be clearly identified.
- 15.8. In order to minimize the negative effects of waste management on health and environment according to Law 7/22 on waste and contaminated soil for a circular economy. It is necessary that the supplier declares the quantity plastic on the invoice:
- *Recycled plastic; Net KG: _____ (certificate of accredited entity or manufacturer's responsible declaration is attached only for this year 2023 as attached)*
 - *NON-recycled plastic, KG net _____*

16. TRANSPORT AND INSURANCE

- 16.1. Transport shall be negotiated in accordance with the Incoterms 2020. The cost of the insurance shall be calculated according to the agreed Incoterm.
- 16.2. In the case of transport in Spanish territory, the Order shall specify who bears the transport and insurance costs.
- 16.3. When the Buyer organises the transport, if it is parcel service, the Supplier shall be provided with the account number and the transport agency for the shipment. If, on the other hand, the shipment is bulky, the Supplier will provide the following to the purchasing manager in writing or by e-mail: the date on which the Product will be available for delivery, the number of packages, measurements, net and gross weight, markings, content, volume, value, etc.
- 16.4. The Buyer has a global insurance policy for the transport of all purchases made up to a value of €600,000. If the value of the shipment exceeds this figure, the Supplier must provide the following information, before the start of the transport, by sending an email to jlopezf@oesia.com:
- 16.5. Type of goods and value.
- 16.5.1. Transport data: tracking number and transport agency. If this information cannot be provided: Tax ID (NIF) of the driver, registration number and model of the vehicle.
- 16.5.2. Measurements, weight and number of packages.
- 16.5.3. If these instructions are not followed, the Supplier shall be liable for all expenses deriving from a possible loss.

17. ORDER COMPLETION

- 17.1. The Order will not be considered complete until the Supplier has delivered not only the Product, but also the Technical Documentation and any other documents and obligations indicated in the Order.

18. PROPERTY TITLE

- 18.1. Title to the Product and the risk of loss, for reasons other than those covered by the warranty referred to in clause 11 of these GTCP, will pass to the Buyer from the moment of delivery, without prejudice to the legal obligation to remedy hidden defects, which corresponds to the Supplier.
- 18.2. The Supplier shall expressly state in its Sub-orders to Sub-contractors that the products to be delivered shall not be subject to liens, seizure or other encumbrances enforceable against the Buyer, who shall exercise full control over the aforementioned products from the moment when delivery is made.

19. ORDER CANCELLATION

- 19.1. The Buyer may cancel the Order at any time, totally or partially, simply by notifying the Supplier. On receipt of this communication, the Supplier will stop all work related to the Order and will use all the means at its disposal to cancel pending Orders and Sub-orders in terms satisfactory to the Buyer, only carrying out the work necessary to preserve and protect work in progress and everything related to it. Payment for work performed or in the process of being completed at the time notice of cancellation is received shall be negotiated between the Supplier and Buyer on the basis of fairness.
- 19.2. The Buyer may cancel all or any part of the Order, making use of the powers conferred by this clause, without incurring any expense, and by simply notifying the Supplier by email with acknowledgement of receipt or certified mail, in any of the following cases:
 - 19.2.1. Non-compliance attributable to the Supplier related to a fundamental clause in the Order marked as **[FC]** in these GTCP.
 - 19.2.2. When the legal personality of the Supplier is extinguished
 - 19.2.3. When due to the delay in the execution of the Order it is materially impossible to meet the deadlines established with the end customer and this is the cause of a cancellation of a planned sale.
- 19.3. In all cases of cancellation of the Order, all parts of the Products or Services and Technical Documentation that must be delivered by the Supplier to the Buyer and for which the Buyer has already paid the Supplier, will become the property of the Buyer, and must be delivered immediately.

20. PRICES AND SURCHARGES

- 20.1. In the absence of indications to the contrary, the prices included in the Order will be firm and unchangeable. Price increases above those

indicated in the Order will not be accepted, unless they are authorised in writing by means of the corresponding Order Review.

- 20.2. The Supplier shall be responsible for any costs in terms of freight, postage, or other expenses caused by non-compliance with the shipping instructions specified in the Order or in the chosen Incoterm.
- 20.3. Extraordinary charges that are not expressly indicated in the Order will not be accepted.
- 20.4. Payment of the price of the Order does not imply any waiver of the Buyer's rights stipulated therein or in the Offer.

20.1 Price Review:

- 20.1.1. If the Buyer accepts an upward or downward price revision, this must comply with the law in force at the time the Order is placed.
- 20.1.2. If the Supplier establishes a price review clause, it must indicate the factors and indicators that will serve as a reference for its calculation. The basic price must necessarily be established as a fixed and unalterable price within the validity period of the Offer. The indicators for the price review must be published periodically and certified.
- 20.1.3. On accepting the Order, the procurement and manufacturing programme must be detailed, which will serve as the basis for reviewing prices, if applicable, with no other dates considered other than those indicated therein.
- 20.1.4. To request a price review, the deadline established by the Supplier in the Offer in which it undertakes to maintain the submitted quote must have been exceeded.
- 20.1.5. The Supplier will submit the Price review request with revised indicators for the Buyer's approval in writing and will not be able to invoice for this item until it receives the express written approval of the Supplier.
- 20.1.6. Price revisions pursuant to a mandatory legal provision shall not be permitted retroactively prior to the date on which the legal provision sets the start of the price review.

21. TAXES AND SOCIAL SECURITY

- 21.1. **[FC]** The Supplier undertakes to comply with its personal income tax obligations, based on its payroll, and it is also responsible to the Buyer for compliance with Social Security legislation and any other mandatory state or local levy provisions. In particular, the Supplier undertakes to:
 - 21.1.1. comply rigorously with its salary obligations to its workers, as well as with the payment of Social Security contributions. To this end, the Buyer may require the presentation of copies of the documents evidencing fulfilment of these obligations. Non-compliance with these obligations or non-submission of supporting documents is considered as "non-compliance attributable to the Supplier of some fundamental clauses of the Order", for the purposes of its cancellation, in the terms provided in Clause 19.2.a).
 - 21.1.2. comply faithfully with its tax obligations, both those related to its workers and those deriving from the execution of the Order. To this end, the Buyer may require certificates evidencing fulfilment of these obligations. Failure to present these certificates or their renewals will

authorise the Buyer to stop the order payment process until it receives the positive certificates and to suspend any outstanding Orders, and if the execution of the Order has already started, it may be considered as "non-compliance attributable to the Supplier of a fundamental clause of the Order", for cancellation purposes, in the terms provided in Clause 19.2.a).

- 21.2. All taxes, fees and contributions levied on the sale of Products and provision of Services are payable by the Supplier, except for Value Added Tax (VAT), which is payable by the Buyer.
- 21.3. In the event of the creation of new taxes, rates and contributions, they will be paid by the Party to whom it corresponds in accordance with what is determined by law.

22. PAYMENT CONDITIONS

- 22.1. *Form of payment.* All forms of payment must be approved in writing by the Buyer.
- 22.2. *Means of payment.* Payments will be made by transfer, irrevocable letter of credit or confirming document (reverse factoring).
- 22.3. *Payment term.*
- 22.3.1. Transfer: Payments for supplies of Products and Services will be made by bank transfer 60 days from the date of receipt of the Product or Service at the Buyer's facilities indicated in the Order. The official payment dates on which the Buyer will make the payments are the 10th or 20th of each month, subject to acceptance of the Product or Service and verification of the documentation and sales invoice.
- 22.3.2. Payment for supplies of materials from foreign Suppliers will be made by bank transfer 60 days from the date of receipt of the material, provided the sales invoice is received in a timely manner for registration by the Buyer.
- 22.3.3. Irrevocable letter of credit: In case of payment by irrevocable letter of credit, this will be 60 days from the date of receipt of the Product or Service at the Buyer's facilities against the presentation of the following documents:
- Two sales invoices
 - Packing List
 - Transport document
 - Original Certificate of Conformity issued by the Manufacturer or Certificate of Traceability of Origin
 - Certificate of Conformity issued by the Supplier
- 22.3.4. In the event that the Supplier requests a letter of credit as a means of payment, it must provide the Buyer with a bank guarantee issued by a top-tier financial institution, resident in Spain, which ensures the collection of the penalty system for delays or non-compliance with the Order.
- 22.3.5. Confirming: payment for the supply of the Product or Service from Suppliers through a Confirming document (reverse factoring) will be made through the bank chosen by the Buyer. These will be issued

weekly with a maturity of at least 60 days from the date of receipt of the Product or Service and registration of the sales invoice.

- 22.4. *Advance payments*: any advance payment or amount that the Buyer pays on account will require the Supplier to previously establish a sufficient guarantee by a top-tier financial institution that can be executed by the Buyer at first request in the event of non-compliance with the order.
- 22.5. *Special Conditions*: The expenses of the guarantees will be borne by the Supplier. As well as those originated by confirming document (reverse factoring), if the Supplier decides to advance the amount to be collected before the proposed due date.

23. INVOICING

- 23.1. All invoices must comply with the Invoicing Regulation (Royal Decree 1619/2012, of 30 November)
- 23.2. Invoices must be sent to the Buyer's reception mailbox for registration (efactura@oesia.com) and must contain the Order number.
- 23.3. Each invoice must be accompanied by one of the following documents:
- 23.3.1. For delivery of Products: copy of the delivery note or reference to the certificate of reception.
- 23.3.2. For provision of Services:
- Certificate of conformity of the services provided, if applicable.
 - Social security payment reference by the Supplier, in the case of sub-contracted personnel.
 - Breakdown of amounts invoiced by project.

24. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS (IPR)

- 24.1. The Supplier shall indemnify, defend and save harmless from all damages, cost or expense, the Buyer or third parties who use or sell the Product or Service in the Order against claims or actions for infringement of intellectual property rights, industrial designs, trademarks, patents, utility models, business secrets and semiconductor topography (hereinafter all together the "IPR") deriving from the sale of the Product or Service.
- 24.2. The Supplier shall also save the Buyer harmless from liability and shall indemnify any damage, loss, cost or expense incurred as a result of any lawsuit or action against the Buyer or the end customer who uses, buys or sells the Product or Service in the Order. The Buyer may participate in the defence against these lawsuits or actions for infringement of IPR, if it so decides, or assume the defence alone, using its own barristers and solicitors.

25. ACCIDENTS AND COMPENSATION

- 25.1. The Supplier shall indemnify and exempt the Buyer from all loss, financial liability and penalties incurred by the Supplier for breaching the law in the execution of the Order.
- 25.2. **[FC]** The Supplier undertakes to arrange at its expense, and for the necessary amount, the Civil Liability insurance for Damage to Third Parties and Work Accidents, necessary to protect the Buyer from the aforementioned risks, and from any claim for breach of Social Security regulations. The Supplier will send the Buyer copies of said insurance policies, undertaking to extend their scope if the Buyer deems this necessary.
- 25.3. The Supplier shall exempt the Buyer from all claims for accident or death related to its own employees, as well as those brought by third parties related to damages to persons or property that occur or result from accidents, actions or omissions by the Supplier included in Clauses 21.1, 25.2, 27 and 29 of these GTCP.
- 25.4. If the Supplier incorporates the Product to be supplied under the Order; or stores, on behalf of the Buyer, the Product or tooling that the Buyer provides directly or indirectly, the Supplier shall be fully liable for any loss or damage that occurs to said Product or tooling, from the moment it comes into its possession until it is transferred back to the Buyer or to any other person authorised to receive the Product or tooling.

26. PUBLICITY AND CONFIDENTIALITY

- 26.1. The Contract, Order, Offer, Technical Documentation and the information contained therein may not be referred to, described or used for advertising or promotional purposes without the prior express written authorisation of the Buyer.
- 26.2. **[FC]** All plans, designs and specifications delivered by the Buyer to the Supplier, as well as any purchasing documents such as a request for an Offer or request for prices in any format, Order, letter of intent or any other documentation with commercial or contractual interest generated by the Buyer, are the exclusive property of the Buyer and are considered confidential, and consequently the Supplier undertakes not to lend or, in general, use the same or their copies or reproductions without the prior express written consent of the Buyer for each case.
- 26.3. The Supplier shall be responsible to the Buyer for any improper use of the Contract, the Order, the Offer, the Technical Documentation, both by it and its dependent personnel and by its Sub-contractors and their staff.

27. COMPLIANCE

- 27.1. The Buyer considers ethical behaviour to be a key parameter of its business. Consequently, it has a Supplier Code of Conduct that establishes the principles and policies to be followed, including a zero-tolerance policy towards any form of corruption. The Code of Conduct must be signed by the Supplier for approval.
- 27.2. **[CF]** The Supplier undertakes to comply with the Supplier Code of Conduct and to ensure its compliance by all its directors, employees, agents and

Sub-contractors involved in the supply of the Products and Services forming the object of the Order.

- 27.3. The Supplier shall inform the Buyer of any suspected breaches of the Supplier Code of Conduct.
- 27.4. The Supplier shall include the content of the Supplier Code of Conduct or similar code of conduct, but never less rigorous, in contracts and agreements with its Sub-contractors.
- 27.5. The Supplier, if requested by the Buyer, shall regularly provide information on compliance with the Supplier Code of Conduct and the measures taken to ensure compliance. The Buyer may carry out the necessary audits to ensure such compliance.

28. ENVIRONMENTAL PROTECTION

- 28.1. The Supplier, to the extent that it is applicable, as indicated in the Order, shall comply with the applicable requirements of the ISO 14001 standard or equivalent; as well as with the environmental requirements described in <https://t4x5b8u9.rocketcdn.me/wp-content/uploads/Environmental-Behaviour-Guide-%E2%80%93-On-Site-Service-Supplier.pdf>
- 28.2. The Products must also comply with the environmental requirements of the specifications, if any, or any other existing written agreement with the Buyer.
- 28.3. **[FC]** The Products must comply with all legal requirements applicable to the production, use, repair, maintenance, transport, destruction or sale of the same.
- 28.4. The Supplier undertakes to complete and return the environmental questionnaire and the declaration of environmental commitment together with the supplier approval form.
- 28.5. The Supplier, at the request of the Buyer, will provide a certificate stating that the Products comply with the requirements contained in this clause.
- 28.6. The Supplier shall deliver, to the extent applicable, a "Material Declaration or an Environmental and Health Hazardous Materials Report" in accordance with Annex NN. The Supplier shall provide the "Safety Data Sheets (SDS)" for chemical products.
- 28.7. At the Buyer's request, the Supplier shall provide an "Environmental Product Declaration" in respect of the Products.
- 28.8. When required by law, the Buyer shall return the Products to the Supplier to ensure proper waste management.
- 28.9. The Supplier shall define and implement a system that allows any Product to be traced back to the manufacturing source.
- 28.10. The Supplier shall have procedures that enable the traceability of the components of the Product from the supply of its components to the Supplier until the delivery of the Product to the Buyer, passing through manufacturing.
- 28.11. The Supplier shall ensure that the waste management associated with production, as well as that associated with packing, is carried out correctly, providing the corresponding destruction certificates issued by an authorised manager.

- 28.12. As far as possible, the Supplier shall use means of transport with low CO₂ emissions, hybrid or electric means, to contribute to the reduction of CO₂ emissions into the atmosphere.

29. PROTECTION OF PERSONAL DATA

- 29.1. **[FC]** The Parties shall comply with the legislation on the protection of personal data, specifically Regulation (EU) 2016/679 (the GDPR), and Organic Law 3/2018 (LOPDGDD), as well as any other present or future implementing provisions, recognising that said legislation establishes a series of obligations for the proper processing of personal data.
- 29.2. In cases where the formal relationship between the Parties entails access to or processing of the personal data of the other, both parties undertake to formalise a binding personal data protection agreement prior to the start of the provision of Services.
- 29.3. For these purposes, and in general, the Buyer shall send the Supplier the “Personal Data Processing Conditions Agreement” for review, approval and signature for return by the Supplier. Depending on the type of outsourcing, service or product, additional guarantees may be requested, as well as compliance with other sector regulations or those related to personal data protection.
- 29.4. As a general policy, in most of the situations in point two, the Supplier will acquire the role of Processor, which is the natural or legal person, public authority, service or other body that provides a service to the Controller (the Buyer) entailing the processing of personal data on its behalf, following its instructions.. Its content shall meet the requirements of Article 28 of the GDPR, among others. In these cases, the Supplier must offer sufficient guarantees regarding the implementation and maintenance of the appropriate technical and organisational measures, in accordance with the provisions of the data protection regulations, guaranteeing the protection of the rights of data subjects. Accession to codes of conduct or possession of official certificates linked to data protection and information security may be used as an element to demonstrate the existence of sufficient guarantees referred to in Section 5 of Article 28 of the GDPR.

30. PROTECTION AGAINST CYBER THREATS

- 30.1. The Supplier shall guarantee the right to evaluate and audit its own security controls against cyber threats, periodically or when there are significant changes in these or in the contractual relationship between the Parties.
- 30.2. **[FC]** The Supplier shall accept the information security practices proposed by the Buyer. If necessary, it shall give timely notice of its inability to adhere to all or any of them at a given time.

- 30.3. In such cases, and in accordance with the National Security Scheme (Royal Decree 311/2022), the Supplier undertakes to complete and return the cybersecurity questionnaire together with the supplier approval form.
- 30.4. The Supplier shall inform the Buyer of any information security breaches that may affect its operations or business.
- 30.5. The Supplier shall notify the Buyer of the plans established for possible security violations, and the time line within which the planned actions will take effect.
- 30.6. The Supplier shall provide irrefutable evidence that the controls it has implemented and the corrective actions it has designed meet the contractual requirements. This proof of compliance will probably require an audit or third party verification.
- 30.7. The Supplier may need to apply the same policies and conditions that the Buyer has imposed on it, to other organisations with which it signs agreements to the extent that a supply chain is formed.
- 30.8. The Supplier shall inform the Buyer in a timely manner of any changes in its cyber environment that may affect the business or the operation of its customers.

31. FORCE MAJEURE

- 31.1. Neither Party shall be held liable for the breach of its contractual obligations when the execution of such obligations is delayed or made impossible as a result of force majeure. The other party will be notified within a maximum period of 48 hours. In no circumstances will delays or breaches derived from strikes or internal labour disputes related to the Supplier be considered cases of force majeure.
- 31.2. The terms provided in these GTCP shall be extended for a period equivalent to the time lost due to force majeure. In the event that a force majeure event subsists after the deadlines for compliance have been delayed for this reason by more than 15 calendar days, the Buyer will notify the Supplier, at its own discretion, of the continuity or cancellation of the Order and, where appropriate, of the contractual relations.

32. ARBITRATION

- 32.1. Any disputes arising from an Order or related to it, including any question regarding its existence, validity, interpretation, compliance or termination, will be definitively resolved through arbitration administered by the Madrid Official Chamber of Commerce, Industry and Services Court of Arbitration, in accordance with its Arbitration Regulations in force on the date of submission of the arbitration request. The arbitration tribunal appointed for this purpose shall be composed of a single arbitrator. The language of arbitration shall be Spanish. The seat of the arbitration shall be Madrid (Spain). The arbitration shall be in Law.

33. APPLICABLE LEGISLATION

The Order referred to in these GTCP is governed by Spanish law:

- 33.1. Spanish Civil Code, Articles 1258 and 1261, Spanish Corporate Enterprises Act, Article 233
- 33.2. General Taxation Act, Article 43.
- 33.3. Workers' Statute, Article 42.
- 33.4. Spanish Civil Code, Articles 1101 and 1902
- 33.5. Workers' Statute, Section 2 Article 17 and Section 3 Article 6.
- 33.6. Organic Law 3/2007, Royal Decrees 901/2020 and 902/2020
- 33.7. Royal Legislative Decree 1/2013 Law 11/2018 on non-financial information and diversity
- 33.8. Spanish Criminal Code, Article 31-bis, ISO 19600
- 33.9. ISO 37001
- 33.10. Law 15/07
- 33.11. Cybersecurity risk management of suppliers under contract. ISO 27001/27002. (Oesía, 2021)
- 33.12. Law 11/2018 on non-financial information and diversity, ISO 26000