

## I. DEFINITIONS

Unless expressly provided otherwise in these General Terms and Conditions, or any other meaning is deduced from the context, the terms and expressions that begin with a capital letter which are not at the beginning of a sentence or are a proper noun, shall have the meaning ascribed to them in these General Terms and Conditions:

**"Supply"** means the supply to be carried out by the Supplier in application of the Supply Contract, which is regulated in these General Conditions and in the Order.

The **"Supply Contract"** means the contractual relationship for the acquisition of the Goods and/or the provision of Services regulated by the Order and these General Conditions linked to it, of which all other annexes and documents relating to the Supply shall form part.

**"Purchaser"** shall be understood as the company placing the Order which refers to these General Conditions.

The **"Goods" and/or "Services"** means the goods or the provision of services described in the Order that meets the (technical, if any) characteristics defined by the Purchaser.

**"Client" or "Final Client"** shall be the end client of the Purchaser.

**"Force Majeure"** means any event that is caused by acts of God, acts of nature, acts of civil or military authority, floods, wars, national labour conflicts and prohibitions on export or import, provide such event has been unpredictable, unavoidable, outside of the control of the Party claiming force majeure and has an effect on the fulfilment of the obligations of said Party arising from these General Terms and Conditions or of the Orders. For clarification purposes, COVID-19, nor any circumstance or further difficulty arising therefrom, shall not be considered Force Majeure.

**"Forecast"** shall be understood as a forecast of demand for Goods by the Purchaser.

**"Order"** shall be understood as a written request made by the Purchaser to the Supplier for the delivery of the Goods and/or the provision of Services.

**"Supplier"** means the supplier who carries out the Supply of the Goods and/or the provision of Services which are the subject of the Supply Contract.

**"Subsidiary(ies)"** of the Purchaser means the company(ies) directly or indirectly owned or controlled by the Purchaser.

**"Claim"** shall be understood as each accident or damage compensable by an insurance company.

**"Suspension"** shall be understood as the Purchaser's right to demand the suspension of the works provided by the Supplier.

## II. GENERAL CONSIDERATIONS

The purpose of the General Conditions is to regulate the legal-commercial relations between the Supplier and the Purchaser, and they shall be sent or, where applicable, referenced in each order sent by the Purchaser to the Supplier (hereinafter, the **"Order"**), being applicable in all those terms or questions that have not been expressly regulated by the Parties in the Order itself or in any of its annexed documents or complementary documents. Any exception to the application of any of the stipulations of these General Conditions shall only apply to the specific Order in which they are agreed, and shall not therefore extend to other orders or contracts entered into with the Supplier.

For the purposes of these General Conditions, WINDAR shall be considered as the Purchaser (hereinafter, indistinctly **"Windar"** or the **"Purchaser"**).

Without prejudice to the foregoing, these General Conditions shall apply to all the Orders executed by the Supplier for the Purchaser and all the companies that belongs to its same group (in the latter case only in the absence of the latter having agreed to apply their own), which shall be considered for all purposes as the Purchaser or Windar.

On the other hand, the term "Supplier" refers to the supplier to whom the Purchaser sends any order to which the present General Conditions are applicable.

These General Conditions of Purchase cancel and replace the general conditions issued prior to this date, any previous agreement in force between the Parties (unless expressly agreed in the Offer to be applicable) as well as any other general conditions of the Supplier, regardless of the date of their preparation or adoption.

In the event of any discrepancy between the provisions of the Order, other particular negotiated terms and conditions, or the General Conditions, or other documents that form part of the Supply Contract, the order of priority shall be as follows:

- 1) "Particular Terms and Conditions", insofar as they are referred to in this terms between both parties.
- 2) Order.
- 3) General Conditions
- 4) Any other document referred to in the Order

## III. ORDERS. PROCEDURE

Orders and all changes or agreements related thereto shall only be binding for Windar - or its subsidiaries, if applicable - when made in writing and signed with an authorised signature. Agreements made by phone shall require written confirmation.

A Forecast may not be regarded, in any case, as an Order.

For all purposes, an Order shall be deemed to have been accepted when, either expressly, the Supplier gives its agreement by means of acknowledgement of receipt, or tacitly when it has started the work for which the Order was placed, or does not submit a written objection to the Order within 5 calendar days from the date of issue of the Order. In this sense, acceptance of the Order, in any of the forms previously set out, shall imply full acceptance of these General Conditions.

Any clause placed by the Supplier in its documents or correspondence contrary to these General Conditions shall not be considered valid, unless prior written acceptance by Windar.

The Order, and the present General Conditions contain the complete agreement between Purchaser and the Supplier. Any modification of the same requires prior written acceptance by Windar.

The acceptance of the Order by the Supplier, either express or tacitly, implies the automatic renounce of the Supplier to the application of its corresponding general conditions.

These General Conditions set out the exclusive terms and conditions under which the Supplier will sell and the Purchaser will purchase the Goods described in the Order. Any terms and conditions proposed by the Supplier which differ from or are in addition to the provisions of these General Conditions shall not be accepted by the Purchaser and are expressly rejected by the Purchaser and shall not form part of the Order, except where the Purchaser's prior express written consent is given.

#### **IV. CHANGES AND MODIFICATIONS**

The Supplier undertakes to carry out the modifications requested by the Purchaser, both as regards the design and the characteristics of the Goods and/or the provision of Services that are the object of the Order, and/or the manufacturing process, provided that these are communicated before the effective execution of the Order has begun.

Variations in the quantity of Goods and/or the provision of Services to be supplied that do not exceed 10% of the quantities indicated in the Order shall also be mandatory for the Supplier, the price of which shall be calculated in proportion to the prices communicated for the original Order.

The Supplier may request a revision of the purchase prices in those cases in which the planned changes lead, and this is proven, to an increase in the costs of execution of the Order. The above, however, shall not apply if the Order has not been modified by the Purchaser. No cost overrun which has not been expressly accepted by the Buyer shall be accepted.

The Supplier will not be able to make modifications to (i) the Goods (including engineering, design, prices, etc.), (ii) the manufacturing process, (iii) changes in subcontractors or suppliers, or (iv) delivery times, without prior written consent from the Purchaser.

Any modifications made without the prior consent from the Purchaser shall be considered unilaterally carried out by the Supplier and shall not be valid and therefore applicable.

#### **V. PACKAGING AND LABELLING**

Goods supplied by Supplier shall be packed, labelled and shipped subject to Purchaser's particular requirements and in compliance with all applicable laws, rules, regulations or standards of the country or countries of destination or in connection with labelling, marking and packaging.

Supplier shall provide all necessary information (including written documentation and electronic transaction records) to enable Purchaser to comply with its customs obligations, origin marking or labelling needs and local content origin requirements, if any.

Unless otherwise agreed between the Parties, export licences or authorisations necessary for export shall be the responsibility of the Supplier, unless otherwise stated in the Order, in which case the Supplier shall provide such information as may be necessary to enable the Purchaser to obtain the necessary licences or authorisations

In case of some deliverables include any hazardous substance, supplier must inform Windar and all the parties involved in the delivery of the material. The item must be packed and labelled on a suitable manner.

#### **VI. PRICES**

Except in the cases expressly specified in these General Conditions, the prices agreed upon in the Order shall be deemed fixed, definitive and shall not be revised and they include the full scope of the Supply Contract until receipt of the Goods and/or the provision of Services to the full satisfaction of the Purchaser (hereinafter, the “**Price**”). Unless explicitly stated otherwise, the prices exclude VAT. All prices are given in euros unless stated otherwise.

It is presumed that the Supplier had all the necessary information related to the risks of the transaction, as well as other circumstances that could influence or affect the manufacture and delivery of the Goods. The Supplier assumes full responsibility for having foreseen the difficulties and costs of manufacture and successful delivery of the Goods and/or the provision of the Services. The Price shall in no event be adjusted to take into account the unforeseen difficulties or costs.

In the event of deliveries of defective Goods and/or the defective provision of Services, without prejudice to any other rights arising under this General Conditions, the Purchaser shall have the right to retain any amount that is owed to the Supplier until the defective Goods and/or the provision of Services have been replaced, duly repaired or duly executed.

In the event that between the time of delivery and the incorporation of the Goods to the goods sold by the Purchaser to the Client, the Purchaser becomes aware of the existence of defective Goods, and without prejudice to any other rights arising under this General Conditions, the Purchaser has the right to reject and return such defective Goods to the Supplier, and these shall be considered as undelivered. The price of these rejected Goods shall be deducted from subsequent invoices if the payment has already been made.

In the event of early delivery, the payment will be made according to the agreed delivery date.

The Purchaser has the right to offset the amounts owed between each other in accordance with the Supply Contract, regardless of their nature.

**VII. FORM OF PAYMENT**

The payment will be made after the acceptance of the Goods and/or the provision of Services by Windar and the reception of the corresponding invoices.

The invoice will be issued after the delivery of the Goods object of the Order.

The date of payment, which, unless otherwise agreed or established in the Order, shall be the 15th of each month, after the expiration of the days defined in the Order, after the issuance of the invoice. This is without prejudice to the Purchaser's right to withhold payment pending receipt of evidence, in such form and detail as the Purchaser may decide, of the absence of any lien, charge and/or claim on the Goods and/or the provision of Services which are the subject of the Order, or where the Goods and/or the provision of Services have been reported as being defective in quality or quantity.

In the event that delivery of an Order is made prior to the date agreed by the parties, the date for the issue of invoices shall start to run from the day on which the Goods should have been delivered, and not from their actual date of delivery.

**VIII. DELIVERIES AND DELAYS**

The delivery dates are binding and their commitment to compliance by the Supplier has been essential for formalising the Supply Contract. Its compliance shall be determined on the date on which the Purchaser receives the Goods and/or the Services are provided.

The Supplier shall be responsible for all damages and losses arising from a delay in time, including, but not limited to, any additional transport costs or additional costs for purchasing the Goods and/or the Services from third parties. In the event of a real or foreseeable delay, the Supplier must inform the Purchaser, in written manner, as soon as it has knowledge that the delay will occur, as well as adopting, at its own expense, all necessary measures to avoid or minimise the delay.

In addition to the provisions of the preceding paragraph of this Condition, in the event a delay in the delivery of the Goods and/or the provision of Services, the Supplier will be subject to a 0,5% penalty per day of delay on the price of the Order. The maximum penalty for this concept may not exceed 20% of the value of each Order. This penalty may be enforced through offsetting against the price of the invoices that the Purchaser owes to the Supplier.

The penalty for delay does not exclude the Supplier's responsibility to compensate the Purchaser for all the damages and losses incurred as a result of the delay.

In the event that the delivery takes place fifteen (15) calendar days after the date on which it should have taken place, or if it produces an impact in the production program of the Purchaser, and provided that the delay is not due to circumstances attributable to the Purchaser, the Purchaser shall be entitled to request the supply of the Goods and/or the provision of Services to a third party and to pass the costs to the Supplier, or to terminate the Supply Contract. In both cases, the Purchaser shall be entitled to claim from the Supplier not only the aforementioned penalties, but also the damages that the delay may have caused to the Purchaser.

If the Supplier makes deliveries in advance or in excess of what is stated in the Order, the Purchaser may choose between returning the quantities in advance or in excess, or accepting them at its warehouses.

In the first case, the Supplier shall bear the risks and costs of the return; in the second case, acceptance shall not imply any modification of the purchaser's payment obligations, which shall become effective within the periods and in the amounts provided for in the Order.

All deliveries must be accompanied by a delivery note and/or a material certificate or a similar document, if requested, bearing the heading and Order number of the Supplier, specifying the Goods delivered under the same terms as the Supply Contract, and where appropriate, their breakdown by boxes or any other packaging, as well as gross and net weights.

All the Goods must be received correctly identified, indicating the internal code of the Purchaser and with the appropriate packaging for the type of Goods, which must be approved in advance by the Purchaser.

The Supplier must guarantee the traceability of the Goods, as well as their components and associated materials, where appropriate, and all operations (transport, process, maintenance, etc.) carried out during the life of the Goods.

Unless otherwise specified in the Supply Contract, the storage, packaging and transport costs, including customs, handling, packaging, unpacking, insurance and, in general, all consequences derived from the delivery, shall be borne by the Supplier.

**IX. NON-CONFORMING GOODS AND SERVICES AND QUALITY OBJECTIVES****a. Handling non-conforming Goods and Services**

The Supplier is obliged to deliver Goods and/or to provide the Services meeting the specifications agreed upon in the Supply Contract. The Purchaser shall notify the Supplier regarding any deficiency in the Goods and/or the Services as soon as this has been discovered. The foregoing does not mean that the Purchaser is obliged to inspect the Goods delivered and/or to verify the Services provided.

The signing of the delivery note or any other delivery document may in no case be interpreted as an express or implied acknowledgement of fulfilment of the obligations inherent to the Goods delivered and/or to the Services provided, or as a waiver to request that the Supplier fulfils its obligations. Neither shall payment constitute or may be understood as acceptance of the quality of Goods and/or the Services. Therefore, after the delivery, the Purchaser reserves the rights that correspond for any lack, loss, damage or disagreement that may be detected even after the incorporation of the Goods into other goods manufactured by the Client, of the modification of the Goods and/or delivery of the Goods to the Client.

The non-compliant Goods must be replaced or repaired by the Supplier, as well as the defective provision of Services, at its own expense, according to Windar instructions and including delivery costs. The procedure to be followed in this case will, to the extent possible, be agreed with the Supplier. In the event of not reaching an agreement, the Purchaser will decide upon the procedure to be carried out. The costs for the repair and/or replacement, as well as the costs for return and scrapping shall be borne by the Supplier. The provisions of this clause will not exclude Purchaser's right to claim compensation for the damage suffered or expenses incurred, as well as any other action or right it may pursue according to the legal system.

**b. Quality objectives**

The Supplier accepts that the Purchaser may carry out periodic audits on the Goods in the course of manufacture and/or on the process used for their manufacture, assuming that the corrective actions resulting from these audits must be performed when this would result in an improvement of the quality of the Goods or the manufacturing costs of the same.

**X. LIABILITY OF THE SUPPLIER - INSURANCE**

The Supplier shall be liable to the Purchaser and third parties for all direct and indirect damages arising from the defective manufacture, delivery and quality of the Goods and/or the Services.

The Supplier shall indemnify the Purchaser for all damages or expenses incurred to comply with the commitments made with its Final Client (such as additional transport costs, need to hire additional labour, etc.) and shall indemnify the same for all the quantities that the Supplier must pay to the Final Client, for the damages or penalties applied by the latter, which are attributable to a non-compliance by the Supplier.

The Supplier undertakes to maintain the Purchaser free from all liability and to fully compensate said party for all liability for death, personal injuries or material damages arising from any non-compliance attributable to the Supplier, due to any non-compliance of the regulatory provisions in the field of health, safety, hygiene and environment, including reasonable attorney's fees for the defence by the Purchaser and, where appropriate, of the insurance policy excess amount.

The Supplier shall have a civil liability insurance policy that covers the financial consequence arising from any damage caused to third parties, including material damages and body injuries derived from the execution of the Supply Contract, with sufficient cover to respond for the liability that may be attributed which in no case may be less than 2.5 million per Claim and 5 million in total. The Supplier undertakes to maintain the policy in force during the term of the Supply Contract, and to deliver a copy to the Purchaser or to the Client, where appropriate.

The insurance policy must also cover any property of third parties.

The Supplier must take out liability insurance for defective Goods.

The requirement that the Supplier must maintain the insurance cover does not release, replace or limit the Supplier's liability before the Purchaser.

**XI. SUSPENSION**

The Purchaser reserves the right to suspend in whole or in part the execution of the Supply Contract, at any time, and the suspension shall become effective on the date of the written notice issued to the Supplier. The Supplier shall suspend the execution of the Supply Contract as of receipt of the above-mentioned notification.

In this case, if the suspension of the Supply Contract exceeds six months, the Parties shall meet as soon as possible to examine the contractual impacts and the possible subsequent resumption of the execution of the Supply Contract.

The resumption of the implementation of the Supply Contract shall be notified in writing to the Supplier, which will not be entitled to reject it.

**XII. VISITS TO THE SUPPLIER / OBLIGATION TO INFORM**

In the framework of the commercial relationship, the employees of the Purchaser may access, with a two (2) days previous notice, the production workshops of the Supplier at any time. The purpose of these visits is to establish the progress of the quality planning, carry out process audits and deal with complaints jointly on-site.

The Supplier shall be prepared to assist the Purchaser in cases where there is a complaint from his client, who has received the Goods, isolated or integrated with others or in a complex product, whenever this is requested by the Purchaser.

**XIII. OUTSOURCING AND ASSIGNMENT**

To outsource part or all of the Goods and/or the Services object of the Supply Contract to other companies, the Supplier must necessarily obtain prior written authorisation from the Purchaser, who shall have the right to verify at the premises of the subcontractors that the outsourced goods and/or the Services meets the specified requirements.

The Supplier shall not be able to assign the Supply Contract in whole or in part to a third party without having obtained prior written consent from the Purchaser.

In any case, neither the authorised outsourcing or assignment will release the Supplier from its contractual obligations, which will remain the responsibility of the Supplier. The non-consensual assignment of the Supply Contract, either in whole or in part, shall be void.

For the supply needs and for the benefit of the entire production chain, both in price and quality criteria, the Purchaser may indicate to the Supplier that the acquisition of a component or raw material must be made with a specific subcontractor. Without prejudice to indicating a subcontractor, the Supplier will remain fully responsible for the quality, delivery and other requirements of the Goods and/or the Services covered by the Supply Contract, unless within a period of ten (10) days from the date of communication to the Supplier of the identity of the subcontractor, the former has expressed any reservation regarding this subcontractor's ability to meet the needs required.

**XIV. WARRANTY**

During the Warranty period, Supplier represents and warrants: (i) that the Goods are: (a) fit for the intended purpose and for any special purpose as defined by Purchaser to Supplier (b) free from any defects in design (if applicable), workmanship, raw material or manufacturing; (c) in compliance with specifications, drawings, samples, quality, quantity and any other information or instruction specified in the Order and in any other information or instruction notified by Purchaser; (d) new and unused; (e) compliant with any relevant national and international legislation in force and applicable at the time of delivery in particular in relation to security and environment; and/or (ii) the Service provided: (a) is in compliance with specifications and any other requirements specified in the Order and in any other information or instruction notified to Supplier; (b) has been correctly and diligently provided by trained and experienced personnel; and (c) it complies with national and international legislation in force. All declarations and warranties made by Supplier in its brochures, catalogues, sales materials and quality systems shall be binding.

The warranty of the Goods covered by the Supply Contract will expire, at least, twenty four (24) months after receipt of the Goods, by signing of the delivery note in the facilities of the Purchaser. In cases where the Order expressly specifies that the Products are to be destined for Offshore Towers or Offshore Foundations, the warranty period shall be eighty four (84) months from the signing of the delivery note at the Purchaser's premises.

The warranty obligation assumed by the Supplier includes both the assumption of the costs associated to the Goods under warranty (repair, replacement, delivery costs, travel expenses, auxiliary means or equipment, works, and in general, any other expenses incurred to the aforementioned ones) and the claims made by the Final Client to the Purchaser for the delivery of defective Goods.

The Supplier shall bear all costs and risks of the works carried out under warranty.

In order to compensate the costs, expenses or liabilities arising from the events regulated in this clause, as well as for any other liability arising from other breaches of Supply Contract, Windar may deduct such amounts from the Supplier's outstanding invoices or withhold outstanding payments regardless of whether they are payments arising from other orders. The payment or deduction of expenses shall not relieve the Supplier of its obligations and liabilities under the Order.

The Goods replaced or repaired in accordance with the warranty, shall be guaranteed under the same terms and conditions as those applicable to the Goods.

The Supplier shall guarantee a warranty intervention/response period, for reported defects, which shall not exceed, unless a major term is duly justified by the Supplier, 10 calendar days.

**XV. TERMINATION****XV.1 Termination due to non-compliance**

The Purchaser may terminate the Supply Contract, in whole or in part, in the event of a breach of obligations by the Supplier.

To this effect, without limitation, the Purchaser shall have the authority to terminate the Supply Contract in the following cases of non-compliance:

- a. Reaching the maximum penalty limit for delays, under the terms set out in these General Terms and Conditions.
- b. Not meeting the quality or quantity requirements required by the Supplier.
- c. The non-payment of the amounts owed by the Supplier to its subcontractors, sub-suppliers, employees, Social Security, Public Treasury, etc.
- d. The assignment or outsourcing of the Supply Contract without previous consent.
- e. A modification of the Goods and/or Services which has not been authorised by the Purchaser or the deviation of its characteristics from what was established by the Purchaser.
- f. When there is reasonable evidence that the Supplier will not be able to comply with the Supply Contract.

The termination due to non-compliance must be sent in writing to the Supplier.

The notice of termination shall provide the Supplier with a period of seven (7) calendar days to remedy the non-compliance, after which, if the non-compliance has not been remedied, the Supply Contract shall be automatically resolved.

As of the date of resolution of the Supply Contract due to any of the previous reasons, the Supplier will be obliged to:

- (i) suspend the implementation of the Supply Contract;
- (ii) at the request of the Purchaser, make available to the Purchaser the Goods in the state in which they are and the goods acquired for the manufacture of the same, if any, and ;
- (iii) at the request of the Purchaser, assign all rights arising from the orders and/or contracts with third parties entered into by the Supplier for the execution of the Supply Contract.

The Purchaser may claim for the damages and losses caused by the Supplier.

In the event of termination for non-compliance of the obligations of the Supplier, the latter shall not be entitled to claim any costs or damages from the Purchaser.

The confidentiality obligations shall remain in force for a period of ten (10) years after the conclusion of the Supply Contract. The general conditions and clauses of the Supply Contract the effects of which are to extend beyond the validity of the shall remain in force. The warranty and payment obligations shall remain in force until full compliance.

**XV.2 Termination due to Convenience of the Purchaser**

Without prejudice to other causes of termination of the Supply Contract, the Purchaser may terminate, in whole or in part, the Supply Contract, without the need to justify the cause, by sending the Supplier a thirty (30) days previous written notice.

Upon receipt of the notice, the Supplier shall:

- 1.- Immediately terminate all work relating to the Order being cancelled and cancel all its orders and subcontracts affected by the notice of termination.
- 2.- Liquidate the work carried out by him, the orders he has placed and the work carried out by his subcontractors.
- 3.- Transfer ownership and deliver to the Purchaser:
  - a). All Goods or finished works that strictly conform to what was requested in the Order.
  - b). All Goods or work in progress of materials or products purchased for the execution of the cancelled orders and which cannot reasonably be used by the Supplier to manufacture products for its own stock or for other customers and provided that they conform to what was requested in the Order.
- 4.- Take all necessary measures to protect the Goods in his possession over which the Purchaser has or may acquire any right.
- 5.- Promptly submit to the Purchaser and within a maximum period of three (3) months from the effective date of termination (one month only in the case of partial termination) his written complaint of costs incurred in accordance with the provisions of this condition.

In the event that the Supplier fails to submit it, the Purchaser may determine the amount due to the Supplier. The determination thus made by the Purchaser shall be final and definitive.

6.- The Purchaser, on terminating the contract by virtue of this condition, shall pay the Supplier the amount of the materials, labour incorporated and the proportional part of the attributable costs. The settlement of the Goods in process of the Supplier's subcontractors shall be carried out applying the same criteria as in the previous paragraph.

7.- The Supplier, with a view to a possible valuation of the work incurred, will provide the Purchaser with the documents that the latter considers appropriate.

8.- The provisions of this Clause shall not be applicable if the Purchaser terminates the Order due to delay or non-fulfilment attributable to the Supplier.

9.- In any case, the Purchaser's liability shall be limited, for whatever reason, to the price of the Order, and shall not extend to indirect and/or consequential damages, loss of profit or loss of production that may occur.

In the event of termination due to convenience of the Purchaser, if the latter has met the deadline for notifying the termination, the Supplier may not claim any compensation for damages and losses, or costs different from listed in the this clause.

The confidentiality obligations shall remain in force for a period of ten (10) years after the conclusion of the Supply Contract. The general conditions and clauses of the Supply Contract the effects of which are to extend beyond its validity shall remain in force. The warranty and payment obligations shall remain in force until full compliance.

**XVI. TRANSFER OF OWNERSHIP AND RISKS**

The ownership of the Goods shall be transferred to the Purchaser at the time of delivery or upon payment, whichever comes first.

The risk shall pass, subject to what may be expressly agreed between the parties, at the time of signing the delivery note of the Goods at the Purchaser's premises.

**XVII. SPARE PARTS**

The Supplier shall deliver to the Purchaser the list of necessary and recommended spare parts for the Goods covered by the Order, with the description of the price of each one of them, which shall be applicable in all those cases in which their replacement is not covered by the Guarantee defined in the previous clause.

The Supplier shall guarantee the availability of spare parts for a period of 15 years from the start of the guarantee period.

**XVIII. OFFSETTING**

The Purchaser, as well as any of the companies belonging to the Group to which the Purchaser belongs, may deduct or offset any amount owed to the Supplier by any of these companies, with any amount that the Supplier owes to any of them.

**XIX. CONFIDENTIALITY**

The Parties may access secret and confidential information of each of them, on which they shall keep the strictest and absolute duty of secrecy.

The Parties guarantee among themselves, the due secrecy of said information, a guarantee that extends to the partners, administrators of their respective companies, as well as to their employees, collaborators, internal or external, and any other person who directly or indirectly maintains a relationship with the Parties and may have access to said information.

The Supplier shall treat as strictly confidential and shall maintain in strict secrecy all information, documentation or knowledge, techniques, equipment, plans, specifications, products, etc. of which it has knowledge in connection with the execution of the Order or the Supply Contract (hereinafter "**Confidential Information**") and, therefore, the Confidential Information shall not be used by the Supplier beyond what is strictly necessary for the achievement of the object of the Order, for which it has been provided.

All Confidential Information to which the Supplier has access shall be safeguarded with due diligence, being liable for any damages that the disclosure of the information may entail, and shall be returned at the time it is requested and at the latest upon completion of the Order.

Access to the Confidential Information shall only be granted to the Supplier's personnel who require knowledge of it in order to achieve the purpose for which it was provided and the confidentiality commitments acquired by virtue of this stipulation shall be made known to each person who has knowledge of it.

The Confidential Information shall not be used for any purpose other than that for which it was provided, nor may it be provided to third parties, nor may it be reproduced, except with the express written consent of the Purchaser.

The communication of the Confidential Information or the possible delivery of documentation shall not give rise to any rights over any industrial and/or intellectual property rights or know-how of the Purchaser.

The obligation of confidentiality established in this stipulation shall be in force for as long as the parties maintain commercial and/or contractual relations, and for a period of TEN (10) years thereafter.

## XX. **INDUSTRIAL AND INTELLECTUAL PROPERTY**

The Supplier guarantees the Purchaser that the materials delivered by him are, both as a whole and in all their component parts, duly purchased, manufactured and assembled in accordance with the regulations in force and, in particular, in full compliance with industrial property rights, including the freedom of use and trade of those materials. Any contravention of such regulations, or the limitations or damages caused to the purchaser as a result thereof, shall imply that their effects shall be directly assumed by the Supplier, who undertakes to hold the purchaser harmless with regard to third party claims against the Purchaser and arising directly and indirectly from the use and sale of the products covered by this Order.

In the event that the Goods covered by the Order were designed or manufactured *ad hoc* by the Supplier at the express request of the Purchaser, the plans, designs, computer programs, tools or machinery delivered by the Purchaser (if any), as well as any other documentation or information susceptible of intellectual or industrial protection, shall be the property of the Purchaser, as well as all those rights susceptible of protection that may be generated in the execution of the Order. In this case, the Supplier may not sell to third parties or make use of the aforementioned, for the subsequent manufacture of goods or products for third parties.

The intellectual and industrial property of all material documentation, parts, drawings and, in general, any document, part or information that the Purchaser has provided to the Supplier is and will remain of the exclusive property of the Purchaser.

The files or drawings provided by the Purchaser may not be copied by the Supplier, or transferred to another person or entity, or used for any purpose other than the manufacture of the Goods for the Purchaser. Said drawings and files must be returned at the request of the Purchaser.

Accordingly, the Supplier is not allowed to carry out any operation involving the copy, registration, manufacture, marketing, advertising, assignment or use for a purpose other than that defined in the previous paragraph.

## XXI. **DISPUTE RESOLUTION AND APPLICABLE LAW**

These General Conditions and the Supply Contract of which they are a part, shall be governed by the laws of Poland, expressly agreeing the non-applicability of the Vienna Convention of 11 April 1980 on Contracts for the international sale of goods.

If a dispute arises in connection with these General Condition and/or the Supply Contract of which they are a part (which also includes the Order), the responsible representatives of the Parties to the dispute will attempt in good faith to resolve such dispute. At the request of either of the Parties, a representative of the senior management of each Party will participate in the negotiations. Each Party shall have the right to put an end to these negotiations by written notification to the other Party at any time.

All disputes arising in relation to these General Conditions and the Supply Contract of which they are a part, and which are not resolved in accordance with the preceding paragraph in a period of thirty (30) calendar days, shall be definitively settled in accordance with the following paragraph.

In the event that the Parties do not reach an amicable settlement of the dispute, the Parties expressly submit to the Courts and Tribunals of the domicile of the Purchaser, expressly waiving any other jurisdiction to which they may be entitled, for the resolution of potential disputes that may arise from the interpretation, development, implementation and/or resolution of these General Conditions and of the Supply Contract of which they are a part.

## XXII. **MISCELLANEOUS**

### ➤ **Protection of Personal Data**

The execution of this document does not imply access to personal data held by the other Party, with the exception of the identification, contact and capacity data which, where applicable, are set out in this document. In the event that in the development of this document the Parties warn of the need for one of the Parties to have access to personal data owned by the other Party, both parties shall enter into a new agreement containing all the obligations required of the Parties by virtue of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the 'RGPD') or any other regulation that replaces or modifies it.

The Parties inform the representatives signing this document that, in accordance with the provisions of the RGPD and other applicable regulations, their personal data will be processed by each of the Parties in order to allow their contractual relations to be maintained.

Furthermore, the Parties guarantee to comply with the duty of information with respect to their employees whose personal data are communicated between the Parties for the maintenance and fulfilment of the contractual relationship.

The legal basis that legitimates the processing of data of data subjects is the necessity for the conclusion and execution of the Supply Contract.

The data will be kept for the duration of this document and for the period prescribed by tax law.

In any case, the affected parties may exercise their rights of access, rectification, cancellation/suppression, opposition, limitation and portability before the corresponding party through written communication to the registered office at the beginning of this document, providing a photocopy of their national identity document or equivalent document and identifying the right requested.

Likewise, in the event that they consider their right to personal data protection to have been violated, they may lodge a complaint with the competent Data Protection Authority.

➤ **Language**

Without prejudice to these General Terms and Conditions and any other documentation that is part of the Supply Contract being translated into several languages, the wording that will prevail for both these General Terms and Conditions and for the rest of the Supply Contract will be the English version.

➤ **Waiver**

The fact that the Parties do not exercise any right, term or privilege or demand the fulfilment of any obligation shall not constitute an implied waiver of any of the terms, rights and privileges contained in the Supply Contract.

➤ **Nullity of any of the clauses**

If any of the terms and/or conditions of the Supply Contract is declared null and void, voidable or unenforceable, said declaration shall not invalidate the rest of the Supply Contract, which will maintain its validity and effectiveness. The headings and titles of these General Terms and Conditions of Purchase only seem to facilitate their consultation, and will therefore not affect the interpretation of the provisions contained therein.

➤ **Force Majeure**

Neither Party shall be responsible for the breach of its obligations, provided such breach is due to a Force Majeure Event.

The Party affected by the Force Majeure Event shall notify by registered letter the other Party, within a maximum of 48 hours after the Force Majeure Event occurs, expressing the facts it is facing, the estimated duration of the Force Majeure Event and the measures taken to mitigate its effects. Failure to notify within the indicated term shall exclude the possibility of applying the provisions of this clause for the exoneration of liabilities due to a Force Majeure Event.

If the Force Majeure Event, which affects the Supplier, extends beyond thirty (30) calendar days as of the date on which the Purchaser has been informed, the Purchaser may terminate the Order, in whole or in part, by sending a communication by any electronic or printed form and provided that it has not been possible to reach a joint solution to solve the problems caused by the Force Majeure Event.

For clarification purposes, those circumstances that at the time of the formalisation of the Order were already existing or are foreseeable, as is the case of all circumstances arising from COVID-19, shall not be considered Force Majeure Events. Nor shall the increase in difficulties or additional difficulties generated as a result of COVID-19 be considered as Force Majeure Events.

During the Force Majeure Event, the Parties may adopt the measures they deem appropriate to prevent the damages caused by the inability of the Supplier to meet its obligations.

In addition, circumstances which were known during the execution of the Order and which are not communicated in the manner and within the periods provided for in this clause, shall not be considered as a Force Majeure Event, and therefore the occurrence of a previously known and not communicated circumstances cannot be claimed at a later point in time.

➤ **Compliance with legislation**

The Supplier must comply with all its social obligations, which are required by the applicable regulations, such as the payroll, accident insurance, social security, etc.

The Supplier must comply with all applicable standards both in the country of manufacture and in the final delivery, necessary for the manufacture of Goods and/or for the provision of Services, and with all the standards relating to health, safety and the environment.

The Supplier shall comply with the legislation on tax, labour and social security, both in terms of the staff employed and the labour required to manufacture the Goods and/or to provide the Services, and in terms of health and safety at work.

In any case, the Supplier is obliged to indemnify the Purchaser for any claim, sanction, fine, damages of all kinds, due to a failure to comply with the rules referred to in this General Condition.

➤ **Corporate Social Responsibility and Compliance**

Windar has an integrated management system, certified, which commits it to carry out quality work, socially responsible and with strict controls for the reduction of the risk of committing crimes and compliance with the law, all of which is included in its "Code of Conduct" and its different policies (available on the "web"). According to this spirit of action Windar expects and requests that the Supplier follows the same responsible, ethical and legal line of action.



For this purpose, the Supplier undertakes to comply with the Windar Code of Conduct available on the website, which the Supplier acknowledges having read and to which he/she declares to adhere with the acceptance of the present General Conditions. Likewise, the Supplier shall provide the Purchaser with any information requested by the Purchaser, at any time, to check the Supplier's compliance with the Code of Conduct.

The Supplier shall respect the protection of human rights, minimum labour conditions, environmental responsibility and anti-corruption regulations. Accordingly, the Supplier manifests zero tolerance for criminal offences and is expressly prohibited from committing them, either directly or through third parties, in connection with the execution of the Order.

The Supplier undertakes not to engage in any act of corruption, including bribery, influence peddling and money laundering, and to prevent such conduct from occurring within its organisation in connection with the execution of the Order. These manifestations concern both the Supplier itself and all its personnel, as well as all subsequent subcontractors and any other persons related to the Supplier, for the performance of the Order.

In the event of non-compliance with the provisions of the Purchaser's Code of Conduct, the Purchaser may terminate the Order in advance, without prejudice to any other rights to which the Purchaser may be entitled, including compensation for any damages incurred.

➤ **Ethical Commitment**

The Supplier will respect the protection of human rights, minimum labour standards, environmental responsibility and the prevention of corruption. Accordingly, the Supplier expresses zero tolerance towards crimes of any kind and expressly prohibits their commission, both directly and through third parties, in relation to the implementation of the Supply Contract.

As a result, the Supplier undertakes not to commit any act of corruption, including bribery, influence peddling and money laundering, as well as to prevent this type of behaviour within its organisation in relation to the implementation of this Supply Contract. These statements affect both the Supplier itself and all its staff, as well as to all subsequent subcontractors and any person related to the Supplier, for the implementation of this Supply Contract.

In the event of a failure to comply with the provisions of this General Condition the Purchaser may terminate the Supply Contract in advance, without prejudice to any other rights that might correspond to the Purchaser, including compensation for damages and losses caused.

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