

DANOBATGROUP – GENERAL PURCHASING CONDITIONS

1. Scope of application

These General Purchasing Terms and Conditions (hereinafter referred to as the General Terms and Conditions) govern all purchases of goods, products and services that companies belonging to the Danobat Group (hereinafter referred to as the Purchaser) make from third party suppliers (hereinafter referred to as the Supplier).

These Conditions shall apply to all Supply Contracts entered into between the parties, whether by purchase order, framework agreement or any other valid written instrument, and shall prevail over any of the Supplier's general terms and conditions of sale, unless expressly agreed otherwise in writing.

The commencement of any manufacture, delivery or provision of services shall imply the Supplier's full and unconditional acceptance of these General Terms and Conditions. Any modification, exception or special condition shall only be valid if it has been expressly approved in writing by the Purchaser.

2. Formalisation and Contractual Hierarchy

Business relations between the Purchaser and the Supplier may be formalised by means of a supply contract, individual order or written acceptance of an offer. In the absence of a specific contract, the accepted order shall be deemed to constitute the supply agreement and these General Conditions shall form an integral part thereof.

Projections or requests for quotations issued by the Purchaser do not, in themselves, constitute any contractual obligation.

The applicable hierarchy shall be as follows: firstly, the provisions of the signed contract or order; secondly, these General Conditions; and lastly, the quotations or documents issued by the Supplier. Any communication, confirmation or acceptance must be formalised in writing or through the digital purchasing platforms. The Supplier shall confirm acceptance of each order within four (4) working days of receipt; failing such confirmation or objection within that period, the order shall be deemed accepted in full.

3. Economic Conditions

3.1 Price and Validity

The agreed prices shall be fixed and not subject to revision during the term agreed in the relevant contract or order, unless expressly agreed otherwise in writing.

The Supplier shall issue invoices only for Orders duly issued by the Purchaser. The Purchaser shall not be liable for any charges not expressly included in an Order. In addition, invoices shall only be issued after delivery of the Products or Services.

Invoices shall be issued to the address indicated in the Supply Contract.

The payment of the price by the Purchaser shall not imply acceptance of the Products or Services nor constitute a waiver of any rights in respect of any defects therein.

The Purchaser may provide the Supplier with a supply forecast for Products or Services, which shall not create any obligation on the Purchaser to place any Order.

3.2 Payment Terms

Unless another term and/or means of payment is foreseen in the Supply Contract, payment of the invoices shall be made sixty days (60) from the date of receipt of the valid invoice, by means of certified payment (Spain) or bank

transfer (other countries) on the 5th and 20th of each month, without such payment implying definitive acceptance of the goods or waiver of actions derived from defects or non-compliance. The Purchaser shall be entitled, by operation of law, to set off any amounts owed to the Supplier against any claims it holds against the Supplier or any company within the same corporate group.

4. Delivery, Packaging and Risks

Deliveries shall be made at the place designated by the Purchaser and in accordance with Incoterm DDP (Delivered Duty Paid) as defined in the latest version of the Incoterms rules. Delivery dates shall be essential and binding, and the Supplier shall be liable for any delay or failure to meet agreed deadlines. In the event of delay, the Purchaser may apply liquidated damages equal to one per cent (1%) of the total value of the Order for each week of delay, up to a maximum of ten per cent (10%), without prejudice to its right to claim additional damages or to terminate the Contract if the delay jeopardises the supply chain.

The products shall be properly identified and packed in accordance with the Purchaser's instructions, ensuring their integrity during transport and handling.

Each delivery shall be accompanied by the corresponding delivery note, quality or material certificate, order number and any other required documentation. The Supplier shall ensure full traceability of all materials, components and processes relating to the Product or Service for a minimum period of seven (7) years.

The Supplier shall also comply with all applicable regulations and in particular with ISPM 15. The Supplier shall be liable for all damages that may be caused to the Purchaser as a result of non-compliance with the aforementioned regulations.

5. Compliance, Warranty and Spare Parts

5.1 Treatment of Non-Conforming Products/Services

The Supplier shall deliver Products or Services in strict compliance with the specifications agreed with the Purchaser. The Purchaser shall notify the Supplier of any deficiency in the Products or Services as soon as it is discovered. The Purchaser shall have the right to inspect the Products or Services at any time during the manufacturing process. The foregoing shall not imply any obligation on the Purchaser to inspect the Products or Services delivered to it. Not inspecting the Products or Services shall not relieve the Supplier of any liability arising under the Supply Contract and/or applicable law.

The signature of the delivery note or any other delivery document may in no case be interpreted as an express or implicit acknowledgement of the fulfilment of the obligations inherent to the Products or Services delivered, nor as a waiver of the right to require the Supplier to fulfil its obligations. Payment shall also not constitute or be construed as acceptance of the quality of the Products or Services. Therefore, after delivery, the Purchaser reserves all rights in respect of any defect, loss, damage or non-conformity detected, even after the Products or Services have been incorporated into other goods manufactured by the Purchaser and/or delivered to the Purchaser's customer.

Non-conforming Products or Services shall be replaced or repaired by the Supplier at the Supplier's sole cost and expense. However, the Purchaser or a third party may

repair the non-conforming Products or Services. In such case, the Products or Services shall be covered by the same warranty provided for in the Supply Contract, and all costs of repair and/or replacement, as well as the costs of return and scrapping, shall be borne by the Supplier.

In addition, the Purchaser reserves the right of access to the Supplier's subcontractors.

Furthermore, in the context of the visits provided for in Section 12 (Audits and Reporting Obligations) of these General Conditions, if the Purchaser determines that the Products or Services do not comply with the agreed quality requirements and are non-conforming, the Purchaser may withhold shipment and the Supplier shall take the necessary corrective actions to ensure that the Products or Services comply with the agreed quality requirements.

The right of withholding provided for herein shall not suspend the delivery periods. Accordingly, if the Supplier delays delivery, it may not allege that such delay is attributable to the Purchaser, and the delay penalties set out in Section 4 (Delivery, Packaging and Risk) shall apply.

At the Purchaser's discretion, the Supplier shall promptly repair or replace any defective Products or Services. In the event that immediate repair or replacement is not possible, the Supplier shall, within twenty-four (24) hours of being notified of the defect, provide the Purchaser with an action plan for the repair or replacement of the defective Product or Services. Such action plan shall be implemented and the defective Product or Service shall be repaired or replaced as soon as possible in order to minimise any damage to the Purchaser.

5.2 Quality assurance system

The Supplier shall have, maintain and prove throughout the term of the Supply Contract, a quality assurance system that ensures that the Product or service conforms to the specifications required by the Purchaser. This system shall be established in accordance with a recognised standard (such as ISO 9000 or an equivalent).

The Supplier shall retain all documentation and records evidencing compliance with the quality requirements for a period of not less than seven (7) years from the Purchaser's purchase of the Products or Services. Failure to comply with the general objectives set out in the Supply Contract shall entitle the Purchaser to terminate the Supply Contract for non-performance by the Supplier.

5.3 Spare parts

Furthermore, the Supplier shall guarantee the availability of spare parts for a minimum period of twelve (12) years from the commencement of the warranty. The prices of such spare parts may not be increased by more than ten (10) per cent above the agreed price, unless there is documentary justification and express approval by the Purchaser.

5.4 Warranty

The Supplier warrants that the Products or Services (i) comply with the specifications requested by the Purchaser, (ii) are fit for the use and purpose for which they are purchased by the Purchaser, (iii) are free from defects, and (iv) are genuine and do not infringe the intellectual or industrial property rights of third parties.

The minimum warranty period for the Products or Services shall be twenty-four (24) months from receipt of the product or service by the end customer or, otherwise, thirty-six (36) months from delivery to the Purchaser. This warranty includes all costs for repair, replacement, transport and reinstallation. Repaired or replaced products or services shall be covered by a new warranty on the same terms.

6. Modifications and Technical Control

The Supplier shall not make any changes in design, materials, processes, subcontractors or place of manufacture without the prior written consent of the Purchaser. Any unauthorised alteration shall be considered a material breach and shall entitle the Purchaser to terminate the contract and claim damages. Requests for changes shall be processed through the internal approval procedure established by the Purchaser and shall be accompanied by a technical, economic and schedule impact analysis.

7. International Trade and Sanctions

The Supplier undertakes to comply with all applicable national and international regulations concerning foreign trade, exports, re-exports and economic sanctions, including the provisions issued by the European Union, the United Kingdom, the United States and the United Nations. In particular, the export or re-export of Products to countries or entities subject to embargoes or sanctions, as well as the use of intermediaries or third countries for the purpose of circumventing such restrictions, is expressly prohibited.

The Purchaser may at any time require the Supplier to provide documentary evidence of compliance with customs, control of origin and international sanctions obligations. Failure to comply with this clause shall be considered as cause for immediate termination of the contract, without prejudice to the Purchaser's right to be compensated for any damages that such failure may cause it.

The Supplier shall expressly inform the Purchaser, at the time of quotation and with each order, whether the products, components, technologies or software supplied are subject to U.S. export control regulations (EAR or ITAR), or contain materials of U.S. origin. Such information shall include the tariff classification, the ECCN or USML code, the percentage of US content value and, where applicable, the specific licensing requirement. The omission or inaccuracy of this information shall imply the assumption by the Supplier of any liability arising from penalties or restrictions that may affect the Purchaser or its customers.

The Supplier undertakes to cooperate actively with the Purchaser in obtaining the licences, permits or authorisations required for the export, import or transfer of the supplied products. It shall promptly provide any necessary technical documentation, declarations of origin or certifications to the competent authorities. Failure to cooperate or undue delay in providing such information shall be considered a serious breach of contract.

8. Liability and Insurance

The Supplier shall be liable for all direct and indirect loss or damage, whether material or personal, resulting from the non-performance of its contractual obligations, from defects in the products or services or from their lack of conformity with the applicable legal and technical standards.

The Supplier shall maintain in force, for the entire duration of the contract and for an additional minimum period of two years, a civil liability insurance policy with coverage appropriate to the nature of the supply. The coverage shall be sufficient to cover any liability per claim and, in any event, shall not be less than €500,000.

The obligation to maintain the insurance policy shall not relieve the Supplier of its direct liability towards the Purchaser. The latter may at any time require a copy of the up-to-date insurance certificate or proof of payment of the relevant premiums.

9. Information Security

9.1 Access to Purchaser's Networks or Data

The Supplier shall comply with the security measures detailed herein, both when the Services are provided remotely and when they are provided on-site at the Purchaser's premises and require direct connection to the Purchaser's network, as well as when processing information made available by the Purchaser for the performance of the Services.

The Supplier undertakes to accept and comply with the minimum security requirements set out in these clauses:

The Purchaser shall provide the Supplier with the necessary network and information systems access credentials to perform the work, following the "Principle of Least Privilege" policy. Such credentials shall be personal and non-transferable.

The Purchaser shall provide the authorised connection method, which shall be the only connection permitted for the performance of the Services. The Supplier shall ensure that access is established through a secure connection. To do this, the connection must be made from a computer with an up-to-date antivirus (including its malware signature database), an operating system with the latest security patches and updated applications.

The Supplier agrees that the Purchaser shall reserve the right to conduct periodic audits and inspections of the relevant aspects of the agreement.

In the event of any breach of the terms and conditions, the Purchaser reserves the right to restrict access to the internal network temporarily or permanently.

9.2 Notifications of Security Incidents

The Supplier shall be obliged to ensure the implementation of the security requirements set out in this clause and to notify the Purchaser immediately and without undue delay by e-mail at zibersegurtasuna@danobatgroup.com of any incident affecting the Supplier's information system, either directly or indirectly.

It shall be the Supplier's responsibility to take the necessary containment actions to ensure that the Purchaser's information is not compromised.

The Supplier shall also send a report with all information relating to the incident and its resolution.

9.3 End of Business Relationship or Access Modifications

Any change in the number of users with access shall be notified to the Purchaser. In the event of termination of the business relationship, the Supplier undertakes to inform the Purchaser indicating the date of termination in order to remove access to the systems.

10. Confidentiality and Intellectual Property

The Supplier undertakes not to disclose and to keep strictly confidential any Confidential Information to which it has access. Consequently, the Supplier may not share with third parties the Confidential Information to which it has had access.

For the purposes of the Supply Contract, "Confidential Information" means any information of a technical, commercial, strategic or other nature, including, without limitation, intellectual and industrial property rights (whether registered or unregistered), know-how, trade secrets, designs, formulas, processes, drawings and research results, disclosed or made available by the Purchaser in any form (oral, written or otherwise) and at any time, whether before or after the execution of the Supply Contract, or otherwise obtained by the Supplier in the course of its dealings, contacts or conversations with the Purchaser.

The Supplier shall be liable for any direct or indirect damages caused to the Purchaser as a consequence, directly or indirectly, of the breach of all or any of the obligations and duties assumed in this agreement.

The Supplier shall also be liable for any breach of this obligation committed by its employees, entities in which it holds an equity interest, subcontractors or any third party to whom Confidential Information has been disclosed.

In the event of a breach of any of the obligations set out in this section, the Purchaser shall be entitled to seek specific performance of the Supply Contract, together with compensation for any losses or damages suffered as a result of such breach. Without prejudice to the foregoing, the Purchaser may take any action it deems appropriate to ensure the cessation of the conduct contrary to the commitments contained in this agreement.

The Parties shall ensure that all persons employed by them shall be bound to know and comply with the confidentiality obligation set out in this clause, as well as the other relevant obligations set out in this contract.

Upon termination of this contract, the Supplier shall return to the Purchaser the Confidential Information supplied by the Purchaser.

This obligation of confidentiality shall continue to apply after the expiry or termination of the Supply Contract.

Pre-existing Ownership

The Purchaser shall at all times retain full title and all intellectual, industrial and any other exclusive rights belonging to it prior to the signing of this contract. Nothing in the contract shall be construed as an assignment, licence or transfer of such rights in favour of the Supplier or third parties.

Intellectual Property Generated

All works, deliverables, documents, designs, software, reports, methodologies, know-how, results, improvements, adaptations, modifications or any other product or creation - irrespective of its state of development - which are conceived, created, developed or produced by the Supplier, by its employees, collaborators or by third parties under its responsibility within the framework of the contracted services, commissioned by the Purchaser or on behalf of the Purchaser, shall be deemed works created on commission. Consequently, all intellectual and industrial property rights on such work shall belong exclusively to the Purchaser from the moment of its creation, without any limitation as to use, exploitation, reproduction, modification, transformation, distribution or transfer.

Advance and Universal Assignment

The Supplier hereby assigns to the Purchaser, by way of present assignment of future rights, on an irrevocable, non-exclusive and full basis, for the maximum term permitted by applicable law, all intellectual and industrial property rights that may vest in it in respect of the creations referred to in the preceding clause, without any reservation or limitation whatsoever. This assignment is understood to be made free of charge unless otherwise expressly agreed.

Delivery of Materials and Source Code

The Supplier undertakes to deliver to the Purchaser, upon request, all materials, editable files, documentation, source code, development tools, databases, credentials or any element necessary for the use, exploitation or modification of the developments made.

11. Subcontracting and Supply Chain

The Supplier may not assign or subcontract all or part of the manufacture or supply of the products or services without the prior written authorisation of the Purchaser. If

authorised, such subcontracting shall not relieve the Supplier of its contractual responsibilities.

The Purchaser may at any time verify the compliance of subcontractors with quality, safety, ethical and sustainability requirements and may require their replacement in case of non-compliance.

12. Audits and Reporting Obligations

Within the framework of the business relationship, the Purchaser's employees may have access to the Supplier's production workshops at any time, subject to prior written notice given with reasonable advance notice. The purpose of these visits is to (i) inspect Products or Services at any time during their manufacture, storage, shipment and performance, (ii) implement corrective actions as necessary, (iii) establish quality planning progress, (iv) conduct process and/or system audits, and (v) address complaints jointly at the relevant site.

The Supplier shall provide support to the Purchaser in the event that a complaint is made by the Purchaser's customer in respect of Products or Services supplied either on their own or incorporated into other products or complex machinery, when so requested by the Purchaser.

12. Force Majeure and Suspension

Neither party shall be liable for non-performance resulting from a duly substantiated event of force majeure. The affected party shall inform the other party in writing, as soon as possible, of the nature of the event, its estimated duration and the measures taken to mitigate its effects.

Force majeure shall be considered to be, inter alia, natural disasters, war, terrorist acts, riots, general strikes, pandemics, decisions by authorities, legal restrictions, failure of essential supplies or any other event of a similar nature.

If such situation continues for more than thirty (30) consecutive days, the Purchaser may suspend or terminate the Contract without penalty and without prejudice to its right to recover any amounts paid in respect of services not performed.

13. Termination

The Purchaser may terminate the contract, in whole or in part, by written notice, when the Supplier fails to comply with any of the obligations assumed, in particular those relating to delivery times, quality, regulatory compliance, confidentiality, international sanctions or registration on digital purchasing platforms. It may also do so without cause, for mere convenience, with a minimum of ninety days' notice. In the latter case, the Supplier shall not be entitled to claim any compensation whatsoever, except for the amounts accrued and duly justified up to the date of termination.

14. Dispute Resolution

For the resolution of any dispute, controversy or claim arising out of or in connection with the interpretation or performance of these Conditions, the Parties expressly submit to the exclusive jurisdiction of the Courts of Eibar, Spain, expressly waiving any other jurisdiction to which they may be entitled. The application of the 1980 Vienna Convention on the International Sale of Goods is excluded.

15. Legal, Labour and Ethical Compliance, Data Protection and Counterfeit Products

15.1 Legal and Ethical Compliance

The Supplier undertakes to comply strictly with current legislation on labour, tax, environment (and in particular with regard to the use and storage of chemical products), industrial safety and data protection. It shall respect human rights, anti-corruption standards and fair working conditions, and shall expressly maintain a zero-tolerance

policy in respect of any act of bribery, fraud or influence peddling.

To this end, the Supplier undertakes to comply with the Purchaser's Code of Conduct. Thus, the Supplier declares to have read and to have access to the Code of Conduct and the supplier and subcontracting policies available at the URL address given in the Order. The Supplier shall also provide the Purchaser with any information requested by the Purchaser at any time to verify the Supplier's compliance with the Code of Conduct.

Failure to comply with these obligations shall be considered grounds for immediate termination of the contract.

15.2 Labour Liability

The Supplier undertakes to:

Organise its business activities in accordance with its own internal guidelines, assume full responsibility and risk for the work performed by its employees, and maintain at all times a sufficiently qualified and competent workforce to perform the Supply Contract.

The Supplier shall designate the workers on its staff who will provide the services, and shall establish the organisation and management of these workers, their working hours, shifts, holiday periods, managers, etc.

During the performance of the services, the Supplier's employees shall remain solely and exclusively under the direction and control of the Supplier, through the supervisors and activity coordinators designated by the Supplier.

Such independence and autonomy shall be without prejudice to the performance of the services in accordance with general technical instructions and the Purchaser's operational requirements, which shall be communicated to the Supplier through the designated activity coordinators. Bear all expenses arising from the contracted services, including insurance, workers' allowances, travel, logistics, visas, etc.

The Supplier shall provide its workers with the materials and work tools required for the correct performance of the services, and these must comply with the legal and technical requirements.

Ensure that all workers are registered with the Social Security system and that the risk of occupational accidents is covered either by the Social Security system or by an authorised mutual insurance scheme, and to hold documentation evidencing their training in occupational risk prevention in relation to the services to be provided at the relevant premises.

For these purposes, the Supplier shall provide a certificate issued by the General Treasury of Social Security certifying that it has no outstanding Social Security debts, which shall be submitted within thirty (30) days from the commencement of the services or activity.

Likewise, the Purchaser may require the Supplier, for the purposes of verifying compliance with labour and social security obligations, both at the commencement and during the performance of the services or activities, to provide, among others, proof of payment of wages to the personnel providing the services, evidence of payment of Social Security contributions, and a valid third-party liability insurance policy with coverage sufficient to cover any liabilities arising under the Contract.

The Supplier shall be solely responsible for compliance with all laws and legal provisions on social security, health and safety at work that affect relations with its workers, expressly exonerating the Purchaser from any liability for non-compliance that may have been incurred by the Supplier.

In the event that the Purchaser has reasonable grounds to believe that the Supplier is not complying or will not comply with the aforementioned obligations, the Purchaser shall be entitled to withhold any payments due in respect of the Services in an amount equivalent to the value of the obligations that have been or are reasonably expected to be breached.

All resources used by the Supplier must comply with all applicable occupational risk prevention requirements and other legal, regulatory and collective bargaining provisions. When the Supplier provides the services on the Purchaser's premises or on the premises indicated by the Purchaser, in application of the legislation in force, the Supplier and the Purchaser shall cooperate in the application of the regulations on occupational risks in the field of coordination of business activities. In any event, the Parties shall inform each other of the risks of their activity and establish the necessary means of coordination and comply with the coordination of activities.

15.3 Tax Obligations

For the purposes of any subsidiary liability that may arise under applicable tax legislation, where under the Supply Contract the Purchaser engages the Supplier to carry out works or provide services forming part of its principal business activity, the Purchaser may require the Supplier to provide a tax compliance certificate issued by the Tax Administration confirming that it is up to date with its tax obligations. Such certificate must have been issued within the twelve (12) months preceding the payment of each invoice relating to the Supply Contract.

Likewise, the Purchaser may require a renewal of said certificate after the twelve-month period indicated above has elapsed, and the Supplier undertakes to carry out said renewal in accordance with the terms provided for in the applicable tax regulations.

Until the Purchaser has obtained the relevant certificate, it shall suspend payment of the corresponding invoices in order to avoid, where applicable, incurring subsidiary liability.

15.4 Protection of Personal Data

The execution of this document does not entail access to personal data for which the other Party acts as controller with the exception of identification, contact and representative details, if any, as set forth herein. In the event that, in the performance of this document, the Parties become aware of the need for one Party to access personal data for which the other Party acts as controller, both Parties shall enter into a new agreement containing all the obligations that may be required of the Parties by virtue of Organic Law 3/2018, of 5 December and 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, the GDPR) or any other regulation that replaces, complements or develops it.

The Parties hereby inform the undersigned representatives that, in accordance with the provisions of the GDPR and other applicable legislation, their personal data will be processed by each of the Parties for the purpose of enabling the Parties to maintain their contractual relations.

Where appropriate, the Parties shall implement appropriate technical and organisational security measures in order to ensure and be able to demonstrate that the processing is in compliance with the above-mentioned legislation, taking into account the nature, scope, context and purposes of the processing as well as the risks of varying likelihood and severity to the rights and freedoms

of natural persons. These measures shall be reviewed and updated as necessary.

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

The legal basis for the processing is the legitimate interest of the Parties in the conclusion and performance of this agreement.

The data shall be retained for the duration of this Agreement and for the applicable tax limitation period.

Data subjects may exercise their rights of access, rectification, erasure, objection, restriction of processing and data portability with the relevant party by means of written communication to the registered office of the Purchaser.

Furthermore, if they consider that their right to the protection of personal data has been violated, they may lodge a complaint with the competent data protection authority.

15.5 Counterfeit Products

The Supplier warrants that the Product delivered is genuine, is not a copy or counterfeit, complies with the specifications set out in the purchase order and/or in the Supplier's catalogue, and is free from defects that may impair its intended use or proper functioning. The Supplier shall establish and maintain processes to prevent the introduction of counterfeit parts and to detect and control suspected counterfeit parts in order to prevent their entry or re-entry into the supply chain.

16. Final Provisions

The Purchaser may assign its rights and obligations under these Conditions to any of the companies of the group without the consent of the Supplier. The latter may not do so without prior written authorisation. Notifications between the parties shall be in writing, preferably via the digital procurement platform, and shall be effective upon receipt. If any provision of these Conditions is declared invalid or unenforceable, this shall not affect the validity of the remaining provisions. These Conditions shall be governed by Spanish law and the Spanish language version shall prevail over any translation.

1. Scope of application

These General Purchasing Terms and Conditions (hereinafter referred to as the General Terms and Conditions) govern all purchases of goods, products and services that companies belonging to the Danobat Group (hereinafter referred to as the Purchaser) make from third party suppliers (hereinafter referred to as the Supplier).

These Conditions shall apply to all Supply Contracts entered into between the parties, whether by purchase order, framework agreement or any other valid written instrument, and shall prevail over any of the Supplier's general terms and conditions of sale, unless expressly agreed otherwise in writing.

The commencement of any manufacture, delivery or provision of services shall imply the Supplier's full and unconditional acceptance of these General Terms and Conditions. Any modification, exception or special condition shall only be valid if it has been expressly approved in writing by the Purchaser.

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Deliveries shall be made at the place designated by the Purchaser and in accordance with Incoterm DDP (Delivered Duty Paid) as defined in the latest version of the Incoterms rules. Delivery dates shall be essential and binding, and the Supplier shall be liable for any delay or failure to meet agreed deadlines. In the event of delay, the Purchaser may apply liquidated damages equal to one per cent (1%) of the total value of the Order for each week of delay, up to a maximum of ten per cent (10%), without prejudice to its right to claim additional damages or to terminate the Contract if the delay jeopardises the supply chain.

The products shall be properly identified and packed in accordance with the Purchaser's instructions, ensuring their integrity during transport and handling.

Each delivery shall be accompanied by the corresponding delivery note, quality or material certificate, order number and any other required documentation. The Supplier shall ensure full traceability of all materials, components and processes relating to the Product or Service for a minimum period of seven (7) years.

The Supplier shall also comply with all applicable regulations and in particular with ISPM 15. The Supplier

shall be liable for all damages that may be caused to the Purchaser as a result of non-compliance with the aforementioned regulations.

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The signature of the delivery note or any other delivery document may in no case be interpreted as an express or implicit acknowledgement of the fulfilment of the obligations inherent to the Products or Services delivered, nor as a waiver of the right to require the Supplier to fulfil its obligations. Payment shall also not constitute or be construed as acceptance of the quality of the Products or Services. Therefore, after delivery, the Purchaser reserves all rights in respect of any defect, loss, damage or non-conformity detected, even after the Products or Services have been incorporated into other goods manufactured by the Purchaser and/or delivered to the Purchaser's customer.

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In addition, the Purchaser reserves the right of access to the Supplier's subcontractors.

Furthermore, in the context of the visits provided for in Section 12 (Audits and Reporting Obligations) of these General Conditions, if the Purchaser determines that the Products or Services do not comply with the agreed quality requirements and are non-conforming, the Purchaser may withhold shipment and the Supplier shall take the necessary corrective actions to ensure that the Products or Services comply with the agreed quality requirements.

The right of withholding provided for herein shall not suspend the delivery periods. Accordingly, if the Supplier delays delivery, it may not allege that such delay is attributable to the Purchaser, and the delay penalties set out in Section 4 (Delivery, Packaging and Risk) shall apply.

At the Purchaser's discretion, the Supplier shall promptly repair or replace any defective Products or Services. In the event that immediate repair or replacement is not possible, the Supplier shall, within twenty-four (24) hours of being notified of the defect, provide the Purchaser with an action plan for the repair or replacement of the defective Product or Services. Such action plan shall be implemented and the defective Product or Service shall be repaired or replaced as soon as possible in order to minimise any damage to the Purchaser.

5.2 Quality assurance system

The Supplier shall have, maintain and prove throughout the term of the Supply Contract, a quality assurance system that ensures that the Product or service conforms to the specifications required by the Purchaser. This system shall

be established in accordance with a recognised standard (such as ISO 9000 or an equivalent).

The Supplier shall retain all documentation and records evidencing compliance with the quality requirements for a period of not less than seven (7) years from the Purchaser's purchase of the Products or Services. Failure to comply with the general objectives set out in the Supply Contract shall entitle the Purchaser to terminate the Supply Contract for non-performance by the Supplier.

5.3 Spare parts

Furthermore, the Supplier shall guarantee the availability of spare parts for a minimum period of twelve (12) years from the commencement of the warranty. The prices of such spare parts may not be increased by more than ten (10) per cent above the agreed price, unless there is documentary justification and express approval by the Purchaser.

5.4 Warranty

The Supplier warrants that the Products or Services (i) comply with the specifications requested by the Purchaser, (ii) are fit for the use and purpose for which they are purchased by the Purchaser, (iii) are free from defects, and (iv) are genuine and do not infringe the intellectual or industrial property rights of third parties.

The minimum warranty period for the Products or Services shall be twenty-four (24) months from receipt of the product or service by the end customer or, otherwise, thirty-six (36) months from delivery to the Purchaser. This warranty includes all costs for repair, replacement, transport and reinstallation. Repaired or replaced products or services shall be covered by a new warranty on the same terms.

6. Modifications and Technical Control

The Supplier shall not make any changes in design, materials, processes, subcontractors or place of manufacture without the prior written consent of the Purchaser. Any unauthorised alteration shall be considered a material breach and shall entitle the Purchaser to terminate the contract and claim damages. Requests for changes shall be processed through the internal approval procedure established by the Purchaser and shall be accompanied by a technical, economic and schedule impact analysis.

7. International Trade and Sanctions

The Supplier undertakes to comply with all applicable national and international regulations concerning foreign trade, exports, re-exports and economic sanctions, including the provisions issued by the European Union, the United Kingdom, the United States and the United Nations. In particular, the export or re-export of Products to countries or entities subject to embargoes or sanctions, as well as the use of intermediaries or third countries for the purpose of circumventing such restrictions, is expressly prohibited.

The Purchaser may at any time require the Supplier to provide documentary evidence of compliance with customs, control of origin and international sanctions obligations. Failure to comply with this clause shall be considered as cause for immediate termination of the contract, without prejudice to the Purchaser's right to be compensated for any damages that such failure may cause it.

The Supplier shall expressly inform the Purchaser, at the time of quotation and with each order, whether the products, components, technologies or software supplied are subject to U.S. export control regulations (EAR or ITAR), or contain materials of U.S. origin. Such information shall include the tariff classification, the ECCN or USML code, the percentage of US content value and, where applicable, the specific licensing requirement. The omission or inaccuracy

of this information shall imply the assumption by the Supplier of any liability arising from penalties or restrictions that may affect the Purchaser or its customers.

The Supplier undertakes to cooperate actively with the Purchaser in obtaining the licences, permits or authorisations required for the export, import or transfer of the supplied products. It shall promptly provide any necessary technical documentation, declarations of origin or certifications to the competent authorities. Failure to cooperate or undue delay in providing such information shall be considered a serious breach of contract.

8. Liability and Insurance

The Supplier shall be liable for all direct and indirect loss or damage, whether material or personal, resulting from the non-performance of its contractual obligations, from defects in the products or services or from their lack of conformity with the applicable legal and technical standards.

The Supplier shall maintain in force, for the entire duration of the contract and for an additional minimum period of two years, a civil liability insurance policy with coverage appropriate to the nature of the supply. The coverage shall be sufficient to cover any liability per claim and, in any event, shall not be less than €500,000.

The obligation to maintain the insurance policy shall not relieve the Supplier of its direct liability towards the Purchaser. The latter may at any time require a copy of the up-to-date insurance certificate or proof of payment of the relevant premiums.

9. Information Security

9.1 Access to Purchaser's Networks or Data

The Supplier shall comply with the security measures detailed herein, both when the Services are provided remotely and when they are provided on-site at the Purchaser's premises and require direct connection to the Purchaser's network, as well as when processing information made available by the Purchaser for the performance of the Services.

The Supplier undertakes to accept and comply with the minimum security requirements set out in these clauses:

The Purchaser shall provide the Supplier with the necessary network and information systems access credentials to perform the work, following the "Principle of Least Privilege" policy. Such credentials shall be personal and non-transferable.

The Purchaser shall provide the authorised connection method, which shall be the only connection permitted for the performance of the Services. The Supplier shall ensure that access is established through a secure connection. To do this, the connection must be made from a computer with an up-to-date antivirus (including its malware signature database), an operating system with the latest security patches and updated applications.

The Supplier agrees that the Purchaser shall reserve the right to conduct periodic audits and inspections of the relevant aspects of the agreement.

In the event of any breach of the terms and conditions, the Purchaser reserves the right to restrict access to the internal network temporarily or permanently.

9.2 Notifications of Security Incidents

The Supplier shall be obliged to ensure the implementation of the security requirements set out in this clause and to notify the Purchaser immediately and without undue delay by e-mail at zibersegurtasuna@danobatgroup.com of any incident affecting the Supplier's information system, either directly or indirectly.

It shall be the Supplier's responsibility to take the necessary containment actions to ensure that the Purchaser's information is not compromised.

The Supplier shall also send a report with all information relating to the incident and its resolution.

9.3 End of Business Relationship or Access Modifications

Any change in the number of users with access shall be notified to the Purchaser. In the event of termination of the business relationship, the Supplier undertakes to inform the Purchaser indicating the date of termination in order to remove access to the systems.

10. Confidentiality and Intellectual Property

The Supplier undertakes not to disclose and to keep strictly confidential any Confidential Information to which it has access. Consequently, the Supplier may not share with third parties the Confidential Information to which it has had access.

For the purposes of the Supply Contract, "Confidential Information" means any information of a technical, commercial, strategic or other nature, including, without limitation, intellectual and industrial property rights (whether registered or unregistered), know-how, trade secrets, designs, formulas, processes, drawings and research results, disclosed or made available by the Purchaser in any form (oral, written or otherwise) and at any time, whether before or after the execution of the Supply Contract, or otherwise obtained by the Supplier in the course of its dealings, contacts or conversations with the Purchaser.

The Supplier shall be liable for any direct or indirect damages caused to the Purchaser as a consequence, directly or indirectly, of the breach of all or any of the obligations and duties assumed in this agreement.

The Supplier shall also be liable for any breach of this obligation committed by its employees, entities in which it holds an equity interest, subcontractors or any third party to whom Confidential Information has been disclosed.

In the event of a breach of any of the obligations set out in this section, the Purchaser shall be entitled to seek specific performance of the Supply Contract, together with compensation for any losses or damages suffered as a result of such breach. Without prejudice to the foregoing, the Purchaser may take any action it deems appropriate to ensure the cessation of the conduct contrary to the commitments contained in this agreement.

The Parties shall ensure that all persons employed by them shall be bound to know and comply with the confidentiality obligation set out in this clause, as well as the other relevant obligations set out in this contract.

Upon termination of this contract, the Supplier shall return to the Purchaser the Confidential Information supplied by the Purchaser.

This obligation of confidentiality shall continue to apply after the expiry or termination of the Supply Contract.

Pre-existing Ownership

The Purchaser shall at all times retain full title and all intellectual, industrial and any other exclusive rights belonging to it prior to the signing of this contract. Nothing in the contract shall be construed as an assignment, licence or transfer of such rights in favour of the Supplier or third parties.

Intellectual Property Generated

All works, deliverables, documents, designs, software, reports, methodologies, know-how, results, improvements, adaptations, modifications or any other product or creation - irrespective of its state of development - which are conceived, created, developed or produced by the Supplier,

by its employees, collaborators or by third parties under its responsibility within the framework of the contracted services, commissioned by the Purchaser or on behalf of the Purchaser, shall be deemed works created on commission. Consequently, all intellectual and industrial property rights on such work shall belong exclusively to the Purchaser from the moment of its creation, without any limitation as to use, exploitation, reproduction, modification, transformation, distribution or transfer.

Advance and Universal Assignment

The Supplier hereby assigns to the Purchaser, by way of present assignment of future rights, on an irrevocable, non-exclusive and full basis, for the maximum term permitted by applicable law, all intellectual and industrial property rights that may vest in it in respect of the creations referred to in the preceding clause, without any reservation or limitation whatsoever. This assignment is understood to be made free of charge unless otherwise expressly agreed.

Delivery of Materials and Source Code

The Supplier undertakes to deliver to the Purchaser, upon request, all materials, editable files, documentation, source code, development tools, databases, credentials or any element necessary for the use, exploitation or modification of the developments made.

11. Subcontracting and Supply Chain

The Supplier may not assign or subcontract all or part of the manufacture or supply of the products or services without the prior written authorisation of the Purchaser. If authorised, such subcontracting shall not relieve the Supplier of its contractual responsibilities.

The Purchaser may at any time verify the compliance of subcontractors with quality, safety, ethical and sustainability requirements and may require their replacement in case of non-compliance.

12. Audits and Reporting Obligations

Within the framework of the business relationship, the Purchaser's employees may have access to the Supplier's production workshops at any time, subject to prior written notice given with reasonable advance notice. The purpose of these visits is to (i) inspect Products or Services at any time during their manufacture, storage, shipment and performance, (ii) implement corrective actions as necessary, (iii) establish quality planning progress, (iv) conduct process and/or system audits, and (v) address complaints jointly at the relevant site.

The Supplier shall provide support to the Purchaser in the event that a complaint is made by the Purchaser's customer in respect of Products or Services supplied either on their own or incorporated into other products or complex machinery, when so requested by the Purchaser.

12. Force Majeure and Suspension

Neither party shall be liable for non-performance resulting from a duly substantiated event of force majeure. The affected party shall inform the other party in writing, as soon as possible, of the nature of the event, its estimated duration and the measures taken to mitigate its effects.

Force majeure shall be considered to be, inter alia, natural disasters, war, terrorist acts, riots, general strikes, pandemics, decisions by authorities, legal restrictions, failure of essential supplies or any other event of a similar nature.

If such situation continues for more than thirty (30) consecutive days, the Purchaser may suspend or terminate the Contract without penalty and without prejudice to its right to recover any amounts paid in respect of services not performed.

13. Termination

The Purchaser may terminate the contract, in whole or in part, by written notice, when the Supplier fails to comply with any of the obligations assumed, in particular those relating to delivery times, quality, regulatory compliance, confidentiality, international sanctions or registration on digital purchasing platforms. It may also do so without cause, for mere convenience, with a minimum of ninety days' notice. In the latter case, the Supplier shall not be entitled to claim any compensation whatsoever, except for the amounts accrued and duly justified up to the date of termination.

14. Dispute Resolution

For the resolution of any dispute, controversy or claim arising out of or in connection with the interpretation or performance of these Conditions, the Parties expressly submit to the exclusive jurisdiction of the Courts of Eibar, Spain, expressly waiving any other jurisdiction to which they may be entitled. The application of the 1980 Vienna Convention on the International Sale of Goods is excluded.

15. Legal, Labour and Ethical Compliance, Data Protection and Counterfeit Products

15.1 Legal and Ethical Compliance

The Supplier undertakes to comply strictly with current legislation on labour, tax, environment (and in particular with regard to the use and storage of chemical products), industrial safety and data protection. It shall respect human rights, anti-corruption standards and fair working conditions, and shall expressly maintain a zero-tolerance policy in respect of any act of bribery, fraud or influence peddling.

To this end, the Supplier undertakes to comply with the Purchaser's Code of Conduct. Thus, the Supplier declares to have read and to have access to the Code of Conduct and the supplier and subcontracting policies available at the URL address given in the Order. The Supplier shall also provide the Purchaser with any information requested by the Purchaser at any time to verify the Supplier's compliance with the Code of Conduct.

Failure to comply with these obligations shall be considered grounds for immediate termination of the contract.

15.2 Labour Liability

The Supplier undertakes to:

Organise its business activities in accordance with its own internal guidelines, assume full responsibility and risk for the work performed by its employees, and maintain at all times a sufficiently qualified and competent workforce to perform the Supply Contract.

The Supplier shall designate the workers on its staff who will provide the services, and shall establish the organisation and management of these workers, their working hours, shifts, holiday periods, managers, etc.

During the performance of the services, the Supplier's employees shall remain solely and exclusively under the direction and control of the Supplier, through the supervisors and activity coordinators designated by the Supplier.

Such independence and autonomy shall be without prejudice to the performance of the services in accordance with general technical instructions and the Purchaser's operational requirements, which shall be communicated to the Supplier through the designated activity coordinators.

Bear all expenses arising from the contracted services, including insurance, workers' allowances, travel, logistics, visas, etc.

The Supplier shall provide its workers with the materials and work tools required for the correct performance of the

services, and these must comply with the legal and technical requirements.

Ensure that all workers are registered with the Social Security system and that the risk of occupational accidents is covered either by the Social Security system or by an authorised mutual insurance scheme, and to hold documentation evidencing their training in occupational risk prevention in relation to the services to be provided at the relevant premises.

For these purposes, the Supplier shall provide a certificate issued by the General Treasury of Social Security certifying that it has no outstanding Social Security debts, which shall be submitted within thirty (30) days from the commencement of the services or activity.

Likewise, the Purchaser may require the Supplier, for the purposes of verifying compliance with labour and social security obligations, both at the commencement and during the performance of the services or activities, to provide, among others, proof of payment of wages to the personnel providing the services, evidence of payment of Social Security contributions, and a valid third-party liability insurance policy with coverage sufficient to cover any liabilities arising under the Contract.

The Supplier shall be solely responsible for compliance with all laws and legal provisions on social security, health and safety at work that affect relations with its workers, expressly exonerating the Purchaser from any liability for non-compliance that may have been incurred by the Supplier.

In the event that the Purchaser has reasonable grounds to believe that the Supplier is not complying or will not comply with the aforementioned obligations, the Purchaser shall be entitled to withhold any payments due in respect of the Services in an amount equivalent to the value of the obligations that have been or are reasonably expected to be breached.

All resources used by the Supplier must comply with all applicable occupational risk prevention requirements and other legal, regulatory and collective bargaining provisions. When the Supplier provides the services on the Purchaser's premises or on the premises indicated by the Purchaser, in application of the legislation in force, the Supplier and the Purchaser shall cooperate in the application of the regulations on occupational risks in the field of coordination of business activities. In any event, the Parties shall inform each other of the risks of their activity and establish the necessary means of coordination and comply with the coordination of activities.

15.3 Tax Obligations

For the purposes of any subsidiary liability that may arise under applicable tax legislation, where under the Supply Contract the Purchaser engages the Supplier to carry out works or provide services forming part of its principal business activity, the Purchaser may require the Supplier to provide a tax compliance certificate issued by the Tax Administration confirming that it is up to date with its tax obligations. Such certificate must have been issued within the twelve (12) months preceding the payment of each invoice relating to the Supply Contract.

Likewise, the Purchaser may require a renewal of said certificate after the twelve-month period indicated above has elapsed, and the Supplier undertakes to carry out said renewal in accordance with the terms provided for in the applicable tax regulations.

Until the Purchaser has obtained the relevant certificate, it shall suspend payment of the corresponding invoices in order to avoid, where applicable, incurring subsidiary liability.

15.4 Protection of Personal Data

The execution of this document does not entail access to personal data for which the other Party acts as controller with the exception of identification, contact and representative details, if any, as set forth herein. In the event that, in the performance of this document, the Parties become aware of the need for one Party to access personal data for which the other Party acts as controller, both Parties shall enter into a new agreement containing all the obligations that may be required of the Parties by virtue of Organic Law 3/2018, of 5 December and 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, the GDPR) or any other regulation that replaces, complements or develops it.

The Parties hereby inform the undersigned representatives that, in accordance with the provisions of the GDPR and other applicable legislation, their personal data will be processed by each of the Parties for the purpose of enabling the Parties to maintain their contractual relations.

Where appropriate, the Parties shall implement appropriate technical and organisational security measures in order to ensure and be able to demonstrate that the processing is in compliance with the above-mentioned legislation, taking into account the nature, scope, context and purposes of the processing as well as the risks of varying likelihood and severity to the rights and freedoms of natural persons. These measures shall be reviewed and updated as necessary.

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

The legal basis for the processing is the legitimate interest of the Parties in the conclusion and performance of this agreement.

The data shall be retained for the duration of this Agreement and for the applicable tax limitation period.

Data subjects may exercise their rights of access, rectification, erasure, objection, restriction of processing and data portability with the relevant party by means of written communication to the registered office of the Purchaser.

Furthermore, if they consider that their right to the protection of personal data has been violated, they may lodge a complaint with the competent data protection authority.

15.5 Counterfeit Products

The Supplier warrants that the Product delivered is genuine, is not a copy or counterfeit, complies with the specifications set out in the purchase order and/or in the Supplier's catalogue, and is free from defects that may impair its intended use or proper functioning. The Supplier shall establish and maintain processes to prevent the introduction of counterfeit parts and to detect and control suspected counterfeit parts in order to prevent their entry or re-entry into the supply chain.

16. Final Provisions

The Purchaser may assign its rights and obligations under these Conditions to any of the companies of the group without the consent of the Supplier. The latter may not do so without prior written authorisation. Notifications between the parties shall be in writing, preferably via the digital procurement platform, and shall be effective upon receipt. If any provision of these Conditions is declared

invalid or unenforceable, this shall not affect the validity of the remaining provisions. These Conditions shall be governed by Spanish law and the Spanish language version shall prevail over any translation.