

## 1. Purpose of the document

This document establishes the basic contracting terms and conditions (hereinafter, the “**General Conditions**”) that regulates the agreement reached between the companies belonging GRI Renewable Industries Group which has been incorporated in the US territory (hereinafter the “**Client**”) and third Parties (hereinafter the “**Supplier**”) for the manufacture, supply and/or installation of Equipment and Materials (hereinafter “**the Goods**”) and the provision of Services (hereinafter, “**the Services**”). For this purpose, the companies of the GRI Renewable Industries Group shall be those in which GRI Renewables Industries, S.L. holds, directly or indirectly, the majority of the voting rights.

## 2. Scope of application

These General Conditions shall apply to all the Goods and Services supplied to the Client. Any other sales conditions or contractual document of the Supplier shall therefore be excluded.

Any exception to any of the General Conditions by the Supplier shall only be valid if, when set down in writing, it has likewise been accepted by the Client.

The participation in any bidding process organized by the Client automatically implies the knowledge and acceptance of this General Conditions in the event the selected bidder is awarded with the scope of the bid. This document is available on GRI Renewable Industries website ([www.gri.com.es](http://www.gri.com.es)).

## 3. Definitions

“**Services**” refers both to (i) those Services to be supplied by the Supplier and (ii) those services to be provided by the Supplier that are related or ancillary to the supply of Goods agreed by both Parties and set forth in the Contractual Documentation.

“**Equipment and Materials**” refers both to (i) the machinery, apparatuses, components, subcomponents, items, elements and materials to be supplied by the Supplier set forth in the Contractual Documentation.

“**Parties**” refers jointly to the Client and the Supplier.

“**Purchase Order**” refers to the binding document issued by the Client and accepted by Supplier which formalizes the agreement between the Client and the Supplier in relation to a specific supply of Goods and/or Services.

## 4. Contractual Documentation and its effective date

The Contractual Documentation regulates the agreement reached between the Client and the Supplier from the time of the acceptance of the Supplier and shall be made up by these General Terms and Conditions and a Purchase Order and, when applicable, the following documents:

- Technical specifications.
- Specific conditions.
- Quality Program.
- The bid.

In the case of contradiction, the following order shall determine the prevalence: (i) the Purchase Order, (ii) the General Terms and Conditions and (iii) the rest of the documents listed above in the order they appear.

Except when agreed to the contrary, the Contractual Documentation shall be effective at the time Supplier accepts the Purchase Order.

This General Conditions shall not apply in the event the Parties entered into a specific agreement for the provision of Goods and/or Services.

## 5. Awarding of the Purchase Order and formalization.

The Client shall freely select the Supplier to supply the Goods and/or Services. This shall be formalized by means of a Purchase Order signed by the Client and accepted by the Supplier through their legal representatives, within ten (10) business days from the date the Purchase Order is received by Supplier. The failure to do so, entitles the Client to unilaterally amend the Contractual Documentation or cancel the Purchase Order.

## 6. Execution of the Supply

The Supplier shall supply the Goods and/or Services in strict compliance with the applicable legislation and standards, the Purchase Order, the Contractual Documentation and in accordance with all the instructions and technical specifications of the Client.

## 7. Supplier

### 7.1. Organization of the Supplier

The Supplier shall act as an independent employer in the supply of the Goods and/or Services and fulfilling the Purchase Order and shall be completely responsible for selecting and monitoring its employees involved, while exercising the management power in accordance with the legislation and regulations in force. In particular, he shall undertake to comply with all the provisions set forth in labor legislation, social security and safety and hygiene in the workplace, as well as with environmental legislation.

All the employees who carry out the work shall be duly accredited as employees of the Supplier or employees of its subcontractors.

### 7.2. Obligations of the Supplier

#### 7.2.1. Compliance with applicable laws

Supplier represents and hereby undertakes that Supplier and its subcontractors fully comply with labor, social security, tax and environmental legislation and any other obligation imposed by the applicable law with regard to the supply of the Goods and/or the Services. The Supplier shall provide the Client, when so required, with the documents duly accrediting this. Failure to present these documents may lead to payments being withheld or offset against pending invoices and to the termination of the Purchase Order by the Client. The Supplier shall exempt and hold the Client harmless from any responsibility arising from such a breach.

#### 7.2.2. Health and Safety Obligations

When supplying the Goods and/or the Services, the Supplier shall adopt all the necessary measures to comply with its obligations regarding the prevention of occupational risks and, where applicable, be aware of the compliance of its subcontractors. The Supplier shall provide the Client, when so required, with the documents duly accrediting this. The Supplier and its Subcontractors shall comply with Client’s Health and Safety Plan. Failure to present these documents or the detection of irregularities therein may lead to payments being withheld or offset against pending invoices and to the termination of the contract or order by the Client.

The Supplier shall be solely responsible for the safety conditions of its own and subcontractor’s employees and people involved within the execution of the works and/or performing of during the period of execution of the works within the scope of a Purchase Order.

#### 7.2.3. Obligations related to the performance of Services in Client’s premises

Should the Supplier is to provide the Services at Client’s premises, the Supplier shall meet the following rules:

- a. Supplier’s and its subcontractor’s employee shall be duly identified as a condition to access to Client’s premises.
- b. Supplier shall conduct and manage its employees and subcontractor’s employees. Nonetheless the Client may reasonably request, and Supplier shall attend the substitution of any employee at its sole discretion.
- c. Upon Client’s request, the Supplier shall provide all the equipment, tools, and materials necessary to perform the Services, being the Supplier responsible of the operation, maintenance, handling, upkeep and transportation of such equipment. Any costs shall be for the account of the Supplier. All the items owned by the Supplier shall be removed in the shortest possible time and within the fifteen (15) days following the end of the provision of the service. Any land and installations affected shall be restore to their condition prior to the work beginning.

#### 7.2.4. Permits, authorizations and licenses

The Supplier shall be responsible for requesting and obtaining all licenses, authorizations, and permits needed to comply with the laws and provisions governing execution of the Purchase Order, including all those obligations according to the Incoterm agreed.

### 7.3. Follow-up and quality control

During its normal business hours, the Supplier shall allow the Client and its representatives access to all areas of its working plants for purposes of inspection on the progress of the production work to be performed by the Supplier pursuant to the Contractual Documentation.

Supplier shall supply to Client the Goods and/or Services as may be reasonably expected from the Supplier and Supplier warrants the quality of the Goods and/or Services supplied, including the materials and equipment used for the supply of such Goods and/or Services.

The Client may request the Supplier proof of compliance with the technical and quality specifications established in the Contractual Documentation, being entitled to reject the Goods and/or Services which the Client reasonably considers not suitable according to the Contractual Documentation.

### 7.4. Continuous Improvement

The Supplier undertakes to participate and support the Client, upon Client request, in any improvement initiative by entering into the relevant agreement with the purpose of applying the improvement measures within the time frame and terms and conditions established.

## 8. Delivery, Acceptance and Remedies

### 8.1. Delivery

#### 8.1.1. Schedule of delivery

The schedule and term for supplying the Goods and/or Services shall be established in the Contractual Documentation. The delivery of Goods shall adopt the modality of transport, packaging and insurance paid by the Supplier up to the installation required by the Client and, in the case of supplies abroad, in accordance with the INCOTERM agreed in the Purchase Order.

(\*The INCOTERM specified in PPC is that of the latest edition published by the International Chamber of Commerce of Paris, France, at the EFFECTIVE DATE stated in PPC.

#### 8.1.2. Transfer of ownership and risk of loss

The ownership of the Goods shall be understood as transferred from the Supplier to the Client when the Goods has been effectively delivered to the Client and unloaded at the point of destination agreed in the Contractual Documentation, unless otherwise agreed in the Contractual Documentation. The Supplier shall be responsible for taking out insurance policies in accordance with section 9 below to cover the risk set forth in this clause.

The transfer of risk of loss or damage shall be understood as transferred from the Supplier to the Client in accordance with the agreed Incoterm.

The Supplier warrants and undertakes that all Goods are transferred to the Client free of any kind of liens, charges, encumbrances and/or other third party rights of any nature.

#### 8.1.3. Packing of the supply

The Goods shall be prepared by the Supplier for transport in accordance with prudent industrial practices, taking as many precautions as required (maritime transport packaging, etc.). The Supplier shall be responsible for any damage resulting from defective or inappropriate packaging.

The SUPPLY must be packaged to prevent their damage or deterioration during transit and temporary storage. The packing shall be enough to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation. (Indoor electrical equipment must be enclosed in welded polythene envelopes inside packing cases and the envelopes shall be evacuated or have a desiccant inside).

The following information must be clearly stenciled or printed on each packing case, crate, cask, drum, bundle or loose piece, care being taken that the number and other particulars on each package agree with those entered in the packing list accompanying the Invoice:

- Name of the PLANT
- Name of SUPPLIER
- Information of SUPPLIER (Contact person, address, phone number)
- Destination
- Project Name
- Package No.
- Item Code
- Weight, dimensions
- The marking shall be durable.

The marking shall be upon the body of the package. Marking upon a batten fastened on the case, etc. shall not be used. In the case of bags, bundles and loose pieces, the shapes of which do not permit the marks to be put on the actual package, each bag, bundle or loose piece shall have two metal labels each with two holes, securely fastened by independent wires; each label shall be die-stamped with the above particulars.

Goods belonging to different sites shall not be mixed, but kept in separate packing cases, bundles or similar.

Spare parts will be packed for long storage period.

The SUPPLY shall be packed so as to avoid all damage during transport and storage at the PLANT. The packing shall be in accordance with the specifications given by the Supply Chain department during PO execution.

#### 8.1.4. Marking of packages

The SUPPLIER shall mark the packages according to international standards and the requirements of the PURCHASE ORDER and shall issue shipping documents to allow the CONTRACTOR to rapidly and correctly identify the packages on SITE/PLANT.

#### 8.1.5. Transport

Transport shall be performed only after issuing of the "authorization for dispatch notice" by the CONTRACTOR.

If the SUPPLY is shipped by the SUPPLIER prior to this authorization, the CONTRACTOR may request the SUPPLIER to send the SUPPLY back to the SUPPLIER's facilities or any other place to the CONTRACTOR's convenience, at SUPPLIER's expense and risk

#### 8.1.6. Shipment and import documents

In case of International purchase, supplier will confirm minimum 21 days in advance about final cargo readiness date.

72 hours prior to delivery/shipment a copy of draft docs issued strictly as per "appendix 1" instructions must be sent to nominated person in charge containing at least:

- Original transport documents (BL, CMR, FCR, AWB, depending on the incoterm; if EXW not applying)
- Detailed packing list
- Container summary list
- Commercial invoice (minimum 2 folds, containing HS Codes)
- ISF completely fulfilled
- Certificate of origin (issued by proper authority and containing HS codes)
- Insurance certificate (if applying)
- Transport Drawings (if applying)
- Phytosanitary certificate for the wood packing
- All original transport docs (issued according above instructions) must be sent to Gestamp by courier after final Gestamp approval within 48 hours after transportation transit has been started.
- AWB courier trucking copy containing those docs to be advanced by e-mail to nominated person in charge.

#### Shipping Invoice

- Complete buyer contact and address
- Complete exporter contact and address
- Country of origin / Destination Country
- Port / airport of loading
- Port / airport of discharge
- Incoterm
- Payment term
- Invoice number
- PO number
- Complete description of goods
- Quantity
- Unit price
- Total price
- Currency
- Total gross weight and net weight
- Total measurement (CBM)
- Number of cases & cases dimensions
- Shall be signed in Blue ink
- Name & title of the person who signs the invoice should be printed
- HS CODE
- Special notes in the invoice
- If the Incoterm is CFR / CPT / DAP – Ocean/ Air Freight & insurance must be included, broken down in ocean / air freight (that needs to match with BL / AWB)
- Bank information

#### Packing List

- Buyer / importer same as invoice
- Exporter contact and address same as invoice
- Invoice number
- PO number
- Gross & Net weights per package (L x W x H – kgs – cbm measures to be included)
- Total gross & Net Weight
- Total measurement (CBM)
- Number of packages
- Quantity per item
- Complete Description of goods
- Country of origin
- HS CODE

#### B/L - AWB

- Gross – Net weights must match to both invoice and packing list
- CBM needs to match invoice and packing list
- BL needs to have the NCM, or at least the first 4 digits of the harmonized code which is the same for all countries
- Notify Party contact and address (matching with invoice and packing list under buyer)
- Consignee (matching with invoice and packing list under importer)

#### ISF (only for US Importation):

ISF must be sent minimum 5 working days prior to start delivery/shipment to nominated person in charge containing all transport booking information.

- Seller : Same as Invoice, PL and BL
- Importer : Same as Invoice, PL and BL
- Manufacturer: If different from Seller
- Buying party: If different from Importer
- Container Stuffing Location : Place where container has been physically loaded
- Ship to party: If different from Importer
- Consolidator : If different from Stuffing location
- Notify Party : If different from importer
- Transport Mode
- Carrier's Booking number
- Carrier's Name
- Carrier's SAC Code
- Vessel
- Voyage
- Lloyds Number
- Country of registration
- Master Bill Number
- MB Issuer SCAC Code
- House Bill Number
- Place of Receipt + Date
- Port of loading + Date
- Port of Discharge + Date
- Place of Delivery + Date
- Last Foreign Port
- PO Number
- Gross Weight in KG
- Volume in CBM
- From Every container loaded:
  - o Number
  - o Type
  - o Seal number
  - o 2nd Seal number
  - o Total quantity
- o Total KGS
  - o Remarks (if any)
  - o Container summary list
- Commodity description
- Origin Country
- Quantity
- Quantity Unit
- Container Number

The Client reserves the right, for himself or his representatives, to inspect all the packages prepared for the shipment. Such inspections shall not release the Supplier of his responsibility regarding the packaging.

### **8.2. Acceptance**

Payment of the Goods and/or Services by the Client shall not automatically imply its acceptance and the same are subject to inspection.

The Goods and/or Services shall be accepted on delivery if the Client's authorized representative confirms that the requirements set forth in the Contractual Documentation are met.

### **8.3. Remedies**

8.3.1. The delivery times are essential part of the Purchase Order. Should the Supplier fail to deliver any Goods and/or perform any Services the Client shall, without limiting other right or remedies, be entitled to exercise one or more of the following rights:

- a) To accept other delivery and/or performance date for the supply of the Goods and/or Services;
- b) To request delivery (in whole or in part) of the Goods through other faster means of transport;
- c) To refuse to accept any subsequent supply of the Goods and/or Services which the Supplier attempts to make;
- d) Totally or partially cancel the Purchase Order.

In any event, the Supplier shall reimburse the Client, at Client's request, any additional cost, loss and expenses incurred by the Client which are in any way attributable to the Supplier's failure to supply the Goods and/or the Services in accordance with the Contractual Documentation, including the additional costs of obtaining replacement Goods and/or Services.

8.3.2. If the Supplier has supplied the Goods and/or Services that do not comply with any of the undertakings and/or warranties set out in the Contractual Documentation, then, without limiting other rights or remedies, the Client shall be entitled to exercise one or more of the following rights (whether or not it has accepted the Goods and/or Services):

- a) to reject any Goods and/or Services (in whole or in part) whether or not title has passed to the Client and to return them to the Supplier at the Supplier's own risk and expense;
- b) to require the Supplier to repair, replace or substitute any rejected Goods and/or Services or, in case the Supplier rejects to repair, replace or substitute any rejected Goods and/or Services, the Client shall be entitled (i) to carry out the repairs, replacements or substitutions directly or (ii) to hire a third party to carry out the repair, replacement or substitution of the rejected Goods and/or Services, having the Client the right to claim the Supplier the costs derived from such repairs, replacements or substitutions.
- c) to exercise any or all of the rights set out in clauses 7.3.1. a) to d).

These General Conditions shall also apply to any substituted, repaired or replaced Goods supplied by the Supplier.

### **9. Insurance**

The Supplier undertakes to have and maintain all insurance policies required to satisfy applicable legal requirements and/or collective bargaining agreements for so long as this Purchase Order is in effect, which policies shall be obtained from well-known companies, and also undertakes to provide certificates of each and every policy.

The Supplier undertakes to execute and maintain in effect a civil liability insurance policy covering each and every one of the possible damages that either it or its subcontractors cause to their own property and employees, as well as to third Parties including the Client, whether or not a direct result of engaging in its business activities.

In addition, the Supplier must have all insurance policies necessary to cover its activities and the obligations it assumes hereunder. However, if a claim arising from the subject-matter of a Purchase Order is managed under the Client's insurance program, the Supplier undertakes to pay the amount of the applicable deductible.

### **10. Warranties**

Supplier warrants that (i) the Goods and/or Services, including the materials used to provide the Services, has been supplied in accordance with the Contractual Documentation and with the uses and rules of good practice; (ii) the ownership and title of the Goods and materials used to perform the Services supplied and the intellectual and industrial property thereof and the inexistence of any kind of liens and encumbrances at the time of such transfer; (iii) the inexistence of both apparent and hidden burdens or defects and (iv) the correct operation, according with the terms set forth in the Contractual Documentation and the fitness for its intended use. The warranties set forth in this section are not intended as a limitation, but are in addition to all other express warranties set forth in the Contractual Documentation and such other warranties as are implied by law, custom, and usage of trade.

### **11. Economic Terms**

#### **11.1. Prices**

Prices set forth in the Contractual Documentation shall be considered as the total and final price and shall include any kind of expenses and charges directly or indirectly necessary for the Supplier to carry out the Purchase Order, except for the Value Added Tax (VAT).

#### **11.2. Invoices**

Supplier's invoices shall comply with the following instructions:

1. Fulfilment of milestones

Each invoice shall be issued only when the corresponding milestone, as set forth in the contract, is met. The Supplier shall be obliged to attach to the invoice any document, paper or proof required in the contract.

2. Issuance and delivery of invoices.

Original invoice shall include the following information:

- Entity Name
- Address
- Tax ID (CIF or RFC)
- Reference to the Contract or to the Purchase Order (PO) number, if any.
- VAT rates applicable or exemption (if applicable), according to the current legislation.
- Documentation related to the corresponding milestone.

- Concept, milestones and amounts invoiced (identifying the amount of the deduction if applicable), agreeing with those established in the purchase order (if any) or contract.

Original invoices with the enclosed documentation, if so required, shall be send in duplicate, original to the address referred to in the Purchase Order: Guarantees.

For the registration of invoices, it will be required that the Supplier has delivered the original of the bank guarantee (if so agreed).

3. Reasons for rejection of invoices.

All invoices that do not follow strictly with requirements set forth herein shall be returned to the Supplier with written indication of the cause:

- Formal errors in the issuance of the invoices (absence of any of the requirements listed in Section 2).
- Non-delivery of required guarantees.
- Non PO-Number included in the invoice (if any).
- Non-delivery of the documentation required for the corresponding milestone.
- Invoice received more than fifteen (15) days from the date of invoice issue.
- Non-delivery of the acceptance of the purchase order (if applicable).
- In case of material breach by the Supplier of any obligation set forth in the contract or in the purchase order (if any).

**11.3. Payments**

For all invoices submitted by Supplier in the required format, payments shall be made through bank transfer.

**8.1. Bonds and guarantees**

The Supplier shall deliver the bonds required in the Purchase Order in the forms provided by the Client. In the event of a breach of this requirement, the Client may cancel the Purchase Order and apply the maximum penalty.

The Supplier must change and increase the amount and time of the bond in case of increase of price or time to obtain the Provisional Acceptance Certificate and/or Final Acceptance Certificate.

**11.4. Taxes**

All the taxes, duties, municipal taxes, rates and public price resulting from the execution of the Purchase Order shall be for the account of the Supplier, except those that are to be paid by the Client in accordance with the applicable law.

The Client and the Supplier shall undertake to cooperate in obtaining those exemptions and other tax benefits that are applicable in relation to or on the occasion the execution of the Purchase Order.

**12. Indemnity**

The Supplier hereby agrees to defend, indemnify, and hold the Client and its affiliates and their respective personnel harmless from any civil or criminal action, and any losses, liabilities, damages, injuries, costs, charges, claims and expenses (including all court costs and attorney's fees), caused by, arising from, or relating to Supplier's (including the Supplier's employees, contractors and agents) defective or late compliance with or breach of any of the Contractual Documentation, intellectual property rights or any applicable legislation, regardless of whether such breach is the result of Supplier's willful or negligent act or omission (or any of its subcontractors or assignees).

If the Supplier is comprised of two or more persons or an association thereof, each and every one of them is jointly and severally liable for the obligations established herein.

The Client may withhold or offset, in whole or in part, the amount for any claims, damages or penalties with any credit, past or future, of the Supplier or Supplier's Affiliates against the Client or any company belonging to GRI Renewable Industries Group.

**13. Confidential Information**

Without prejudice to the specific regulation that may be agreed by the Parties, all information provided by the Client, including the existence of the Purchase Order, shall be considered confidential information. The Supplier undertakes to guarantee the absolute confidentiality, secrecy and non-disclosure of all the confidential information, except to that information which is in the public domain or which is sought by the legal or administrative authorities. The Supplier shall indemnify and hold harmless the Client from and against all damages, losses, claims, liabilities, costs and expenses which the Client may incur or sustain as a result of a breach of the confidentiality obligations.

The Supplier shall not use the confidential information, including the existence of the Purchase Order for advertising purposes without the prior written authorization of the Client.

**14. Intellectual Property**

All intellectual property rights relating to the Goods and/or the Services, supplied by the Supplier including but not limited to patent rights, trademarks, utility models, designs, know how, processes, drawings, formulas and copy-rights (hereinafter the "Supplier's IP Rights") shall be the sole property of the Supplier. The Supplier agrees to grant the Client an indefinite, non-exclusive, irrevocable and royalty-free right and license to use the Supplier's IP Right.

The Supplier warrants that Goods and/or Services and replacement parts supplied do not infringe any third party intellectual property rights including but not limited to patent rights, trademarks, utility models, designs, know how, processes, drawings, formulas and copy-rights. In case any third party asserts a claim against the Client on the basis of such an infringement, the Supplier shall be liable for such claim and shall upon Client's first written request indemnify the Client against such claims. Supplier's indemnification obligation relates to all direct and indirect damage, losses, costs and expenses which are necessarily incurred by the Client as the result of or in connection with such third party claim including but not limited to the necessary costs for pursuing any litigation.

**15. Personal Data Processing**

Given the nature of the parties' obligations, the Supplier agrees not to access, file, process or transfer personal data when undertaking its obligations under the Contractual Documentation. Pursuant the applicable laws regulating the protection of personal data, the Supplier therefore assumes and shall be obliged to maintain the confidentiality of any personal data and treat it as Confidential Information.

In the event that the Supplier needs to process personal data for performing its obligations under the Contractual Documentation, the Supplier hereby agrees to comply with its obligations as a data processor or data subprocessor in accordance with the applicable data protection laws and with any other applicable regulations.

In particular, the Supplier shall:

- Only process the personal data required for performing its obligations under the Contractual Documentation and exclusively pursuant to the instructions received from the Client, as the data controller or as the data processor acting on behalf of a third-party data controller, and not use the personal data for any other purposes other than those expressly set out in the Contractual Documentation.
- Not disclose, transfer, assign or otherwise communicate the personal data to any third party, whether verbally or in writing, by electronic means, in paper format or through computer access, not even for storage purposes, without the prior authorization from Client, except as per legal requirements or as otherwise required by an administrative or court order.
- Implement and maintain its Security Document setting out the level of security measures notified by the Client, as required under the applicable data protection laws, and provide the Client with a copy of this Security Document as updated from time to time.
- Provide the Client with a copy of any audit reports carried out regarding the Supplier's compliance with data protection laws, within 30 business days after its completion. Also, the Supplier shall allow the Client to inspect and audit the Supplier's facilities, systems and procedures in order to verify that the Supplier is acting in accordance with data protection laws and that it processes personal data in compliance with the provisions hereunder. Any inspection or audit carried out at Client's request (excluding those set forth in the Supplier's Security Document) shall be at the cost of the Client. However, should the Client discover any errors or omissions, or other non-compliance by the Supplier, then, without prejudice to any other rights which the Client may have in respect of such errors or omissions, the Supplier shall bear the costs of carrying out the audit.
- Destroy or return to the Client (as indicated by the Client upon termination of the Services) the personal data as well as any copies and media containing personal data, except as otherwise set forth by law. The Supplier may only retain such personal data duly blocked off as required by data protection laws or implementing regulations in order to prove its compliance with its legal and contractual duties during the relevant statutes of limitation.
- In cases where the processing of personal data is carried out within Client's facilities or via remote connection without the possibility of incorporating personal data to the Supplier's systems, the Supplier shall use any necessary technical and organizational measures to ensure the security of personal data and avoid its alteration, removal, unauthorized access or processing, in accordance with the security measures set forth

in its Security Document and in compliance with Client's internal regulations on safety and data protection. The Supplier's staff shall comply with the internal security and data protection regulations established and provided by the Client.

#### **16. Modification and Suspension**

Should for any reason the Client considers necessary or be obliged to request the modification or temporary suspension of a specific Purchase Order, it shall notify the Supplier in writing, stating the reason and the estimated time period. All deliveries of Goods and/or performance of Services shall immediately be modified or suspended accordingly.

The Client and Supplier shall negotiate the payment of the accepted Goods and/or Services in a fair and reasonable manner. Should no agreement be reached, the provisions of section 25 (dispute resolution) shall apply.

#### **17. Termination**

Any of the Parties is entitled to terminate the Purchase Order on serious breach of the other party's obligations arising from the Contractual Documentation, if such breach is not cured or solved by the breaching party within the following FIVE (5) Business Days from the non-breaching party written notification.

The Client may terminate the Purchase Order by notifying the Supplier with documentary proof, without the latter being entitled to claim any compensation, if the Supplier:

- a) Fails to perform or comply with one or more of its obligations, other than serious breach, under the Contractual Documentation, and fails to remedy such material breach within ten (10) days of receiving Client's written notice thereof.
- b) For reasons attributable to the Supplier, the supply is suspended or stopped or there is no continuity or due diligence in the execution thereof.
- c) Is affected by a change of control over its share capital.
- d) Is in breach of its labor, tax, social security or environmental obligations.
- e) The Supplier subcontracts all or part of the Purchase Order without the prior approval of the Client.
- f) The Supplier does not fulfil the Client's Code of Conduct.

On receiving termination notice issued by the Client, the Supplier shall stop all the works and activities related to the relevant Purchase Order and shall on request by the Client return or supply to the other all documents, data and other material in its possession containing any Confidential Information.

The Client undertakes to pay for the Goods and/or Services that it has accepted, at the price specified in the Contractual Documentation, except if termination is due to a Supplier's breach of its obligations under the Contractual Documentation.

If termination is due to Supplier's breach of its obligations, the latter shall reimburse the Client for the total amount of costs, fees, expenses and losses incurred by the Client in order to repair such breach, as well as all costs related to the transfer of the Purchase Order. The Supplier shall not be entitled to claim for indemnity.

#### **18. Force Majeure**

None of the Parties shall be held liable for non-fulfillment of its obligations under the Purchase Order for occurrence of those facts which were not be possible to foresee or whether foreseen, if these are unavoidable, such as, but not limited to, acts of war, hostility, civil riots, natural disasters or national labor strikes. If any of the Parties would not be able to fulfill in due time and course its obligations under the Purchase Order due to the existence of any force majeure event shall give notice thereof to the other Party in writing without delay and no more than five (5) days after the date of the event, providing the pertinent details with respect thereto.

If any obligation is delayed or interrupted as a result of the force majeure, the period established for comply with that obligation shall be extended, unless the notice described in the preceding paragraph has not been given, for as long as the circumstances of force majeure that gave rise to the delay or interruption remain in effect.

If an interruption or delay of the supply due to a force majeure event lasts more than three (3) months, then either party may immediately and unilaterally terminate the Purchase Order without giving rise to the right to make any claim for any compensation. Notwithstanding the aforementioned, those obligations arisen prior to the occurrence of the force majeure event shall be completely fulfilled.

#### **19. Direct Sourcing**

In the event the relationship between the Parties is established on a direct sourcing basis, the Supplier hereby accepts and assumes all the rights and obligations assumed by the Client as set forth in the contract between the Client and the final customer, including any and all penalties and liabilities in which the Client may incur.

#### **20. Assignment and subcontracting**

The Supplier shall not assign, transfer or subcontract, totally or partially the obligations or rights arising from the Contractual Documentation to third Parties without the prior written approval of the Client. Client's prior approval shall be required with regard (i) the assignee or subcontractor and (ii) the scope of the supply of Goods and/or Services subcontracted or assigned.

The Supplier shall be solely responsible towards the Client for the whole scope of the supply and its obligations set forth in the Contractual Documentation, irrespectively of the responsibilities that the Client may seek from other third Parties.

The Client is allowed to assign, transfer or subcontract its rights and obligations under the Contractual Documentation by simple written notice to the Supplier to any company of the GRI Renewable Industries Group.

The Supplier shall expressly indicate in the contract or other documentation executed with the assignee or subcontractor the latter's obligation of meeting all the requirements set forth in the Contractual Documentation, indicating the technical and quality requirements, terms of execution, as well as Client's right to have access to the assignee's or the subcontractor's facilities, and to obtain all the documentation that certifies the above.

In addition, the Supplier shall expressly include in the contract or other documentation executed with the subcontractor or assignee the latter's waiver of any action against the Client derived from the Purchase Order or from the subcontracting agreement.

#### **21. Environment**

The Supplier agrees that all supplied Goods and/or Services shall comply with Client's environmental mission, which is to consume a minimum of raw materials and energy, to create the fewest possible undesirable environmental effects and to use the most effective application and resources to perform its undertakings.

The Supplier shall, as a minimum, fulfill all environmental and safety rules valid in Client's country at the time of delivery. The Supplier is requested to have ISO14000 or a similar Standard Certification in place.

#### **22. Export Controls and Customs**

The Supplier shall inform the Client about any applicable (re-) export license requirements for the Goods and/or Services under local (the country from which the Supplier will export the Goods and/or Services), European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Goods and/or Services. Therefore, at least in its offers, order confirmations and invoices, the Supplier shall provide the following information with respect to the Goods and/or Services:

- a) ECCN (Export Control Classification Number) for European and/or US-goods (including technology and software) pursuant to the European Export Control regulations and/or US Export Administration Regulations (EAR);
- b) country of origin of the Goods and/or Services and of the components thereof, including technology and software;
- c) any transport of the Goods and/or Services through USA, manufacture or stocking of the Goods and/or Services in the USA and whether the Goods and/or Services have been manufactured by using US technology; and
- d) a contact person in Supplier's organization to provide further information to Client upon request.

Upon Client's request Supplier shall provide any other foreign trade data with respect to the Goods and/or Services and their components in written form and shall inform the Client on all changes to such data without undue delay and prior to supply to the Client.

#### **23. Anti-Corrupt Practices**

The Supplier agrees that it will not, nor will it permit or cause its officers, directors, employees, nor any other person associated with or acting for or on behalf of the Supplier, directly or indirectly, on behalf of itself or the Client, to, make any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any person (including, but not limited to, staff or officers of the Client), private or public, regardless of form, whether in money, property, or services (i) to obtain favourable treatment in securing business, (ii) to pay for favourable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the Supplier or the Client, or (iv) in violation of any applicable laws, or otherwise establish or maintain any fund or asset that has not been recorded in the books and records of the Supplier.

The Supplier will report promptly to the Client any violation or attempted violations of this section.

#### **24. Third party rights**

No person other than the Supplier or the Client shall be entitled to enforce any term of it save where a written agreement has been entered into pursuant to which any

rights and/or obligations contained in the Contractual Documentation are permissibly assigned or novated to a third party. Nothing in this Section shall, of itself, operate to prevent the assignee from taking the benefit of, and enforcing, any rights so assigned.

#### **25. Applicable law and disputes Resolution**

These General Conditions will be governed by the laws of Texas. The Supplier shall fully comply with all applicable federal, state and local laws, regulations and orders. This includes, without limitation, the requirement that the Goods and/or Services were produced in compliance with and meet all applicable requirements and standards of the Fair Labor Standards Act and the regulations and orders of the United States Department of Labor issued there under, the Occupational Health and Safety Act, the Toxic Substance Control Act and applicable affirmative action laws. Seller agrees that it shall also comply with the laws, statutes, codes and regulations of each province and municipality of every country in which it is manufacturing the Goods and/or Services, as well as the U.S, including but not limited to:

- i. The Foreign Corrupt Practices Act;
- ii. The Convention against Corruption;
- iii. Corruption of Foreign Public Officials Act and
- iv. OECD Anti-Bribery Convention

The Supplier agrees that all foreign origin Goods and/or Services shall have their packing marked with the "Country of Origin" as required by Import and/or Export Laws.

Both Parties shall comply with all applicable import and export control laws or regulations ("Import and/or Export Laws") including the obligation not to export, re-export or otherwise disclose, directly or indirectly, technical data to any person when such export, re-export or disclosure is in violation of Import and/or Export Laws.

The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) and the Convention on the Limitation period in the International Sale of Goods shall not apply to this Agreement. Supplier will hold Client harmless from any liability resulting from Supplier's failure to so comply.

Disputes arising out of or related to the supply of Goods and/or Services under this Order shall be construed in accordance with the laws of the State of Texas. All disputes, controversies and disagreements arising out of or related to the supply of Goods and/or Services shall be submitted to binding arbitration according to the Commercial Rules of the American Arbitration Association. The place and venue for any arbitration proceeding shall be Texas. English will be the language of the Arbitration. When the amount in dispute is less than three hundred thousand dollars (300,000 USD) there shall be one Arbitrator. When the amount in dispute is over three hundred thousand dollars (300,000 USD). There will be three (3) neutral and impartial Arbitrators, of whom Client shall appoint one and the Supplier shall appoint one within thirty (30) days of the receipt by the respondent(s) of the demand for Arbitration. The two Arbitrators so appointed shall select a third Arbitrator, who shall be the chair of the Arbitral tribunal, within thirty (30) days of the appointment of the second Arbitrator. If any Arbitrator is not appointed within the time limit provided herein, such Arbitrator shall be appointed by the AAA in accordance with the listing, striking and ranking procedure in the applicable AAA Rules. If the Client prevails in any arbitration arising out of or related to this Order, the Client shall be entitled to an award of reasonable attorney fees and costs.

#### **26. Miscellaneous**

##### **26.1. Communications**

While the Purchase Order is in force, the Client and the Supplier shall send the timely notifications and communications to the address that appears for each party in the Contractual Documentation. The Parties undertake to effectively notify any change or transfer of the address.

##### **26.2. Changes, reviews, amendments**

Except as set forth in section 16 (modification and suspension) either party may propose changes, reviews or amendments to the content of the Contractual Documentation and any such changes shall be approved in writing by the other party.

The Client shall propose the aforementioned changes in writing for the consideration of the Supplier, who shall submit new documents, where applicable, within a maximum period of fifteen (15) days from the date of reception, together with any changes, which in its opinion, occur to the price, delivery date and other aspects covered in the contractual documentation.

The written approval by the Client of any change shall not release the Supplier from any of its obligations, unless any of them are explicitly amended by a change order.

##### **26.3. Independent Parties**

The Parties are completely independent companies, and their intention to enter into formalized the Purchase Order shall in no event constitute any other relationship, whether of representation, agency, company, stake-ownership, association or corporation of any type whatsoever. The Purchase Order does not confer or grant either party hereto the right or authorization to represent or bind the other.

#### **27. Client's Code of Conduct**

The Supplier expressly accepts to fulfill and make its subcontractor to fulfill with the principles contained in the Code of Conduct of the Client, which copy is included under the Contractual Documentation provided to the Supplier.