

## 1. ACCEPTANCE OF ORDER

- a) By acceptance of this order, the supplier accepts all these General Terms and Conditions. In case of conflict, the terms and conditions set out in the order of ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall prevail over any others set forth in the offer/ order confirmation of the supplier, as well as in the order confirmations by the supplier upon receipt of this order. In case of conflict, the provisions indicated in the purchase order, as well as in its terms shall prevail over any other documents of the supplier.

## 2. PACKAGING AND DELIVERY

- a) The supplier shall establish a systematic approach, pursuant to the requirements of paragraph 7.5.5 of Standard EN9100, in order to prevent the deterioration, corrosion or damage of the goods to be delivered. Likewise it shall include the necessary aspects to ensure the proper handling and protection of the items that could be damaged during transportation.
- b) The goods to be delivered shall be packaged in such a way that they are not damaged during transportation.
- c) The transportation and its insurance until the delivery at the address indicated in the order shall be borne by the supplier, unless otherwise expressly stated in the order.
- d) The delivery must be accompanied by all documentation mentioned in the order. ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall not be obliged to accept any delivery received without a delivery note in which the number of packages, weight of goods, unit of measure, quantity and reference of the goods and the number of the corresponding order is indicated, attaching the relevant transportation documentation. Any errors in the documentation requested or the absence thereof may result in rejection of the goods to the supplier.
- e) When components or assemblies sensitive to electrostatic discharges (ESD) are delivered, the packaging must duly identified and be suitable for said components or assemblies avoiding that they could be damaged during their transportation.
- f) The supplier must ensure that all products bear the corresponding marking in accordance with the applicable law and the provisions of the order. Unless otherwise stated, CE marking shall be mandatory.

## 3. DELIVERY SCHEDULE

- a) The products and/or services shall be delivered in the dates, with the rates and in the places agreed and specified in the order. The supplier shall immediately notify ESCRIBANO MECHANICAL & ENGINEERING, S.L. in writing of any delay in the delivery and shall make its best efforts to recover and minimize said delay. In case of failure to meet the delivery schedule, ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall be entitled to: (i) to pass on a two per cent (2%) of the price of the order per each week of delay to the supplier, or (ii) to terminate the purchase order due to the supplier's default, by means of a written notice, or (iii) a combination of paragraphs (i) and (ii). Any damages suffered by ESCRIBANO MECHANICAL & ENGINEERING, S.L. exceeding the amounts charged to the supplier according to paragraph (i) shall be fully passed on the supplier.

## 4. RECEIPT, INSPECTION AND ACCEPTANCE OF ORDER

- a) The supplier acknowledges that has inspected and proved the products delivered and/or the services rendered to meet the requirements set forth in the purchase order before its delivery.
- b) Goods shall not be deemed accepted by ESCRIBANO MECHANICAL & ENGINEERING, S.L. until its quality inspection service has verified that the supply complies with the requirements established in the order. If, within a term of two months as from the delivery date of the goods, the supplier has not received any notification from ESCRIBANO MECHANICAL & ENGINEERING, S.L., it shall be understood the tacit acceptance of the supply, except in cases of force majeure duly certified by ESCRIBANO MECHANICAL & ENGINEERING, S.L.
- c) Any goods rejected by ESCRIBANO MECHANICAL & ENGINEERING, S.L., due to failure to comply with the requirements of the order or if the quantity delivered exceeds the quantity requested, shall be returned to the supplier by ESCRIBANO MECHANICAL & ENGINEERING, S.L. against payment of freight costs, in which case the supplier shall be obliged to replace it with goods that comply with the order, within the shortest term possible agreed with the purchaser, against payment of freight costs, unless otherwise stated by ESCRIBANO MECHANICAL & ENGINEERING, S.L.

## 5. INSPECTION IN ORIGIN

- a) ESCRIBANO MECHANICAL & ENGINEERING, S.L., its agents or the representatives of ESCRIBANO MECHANICAL & ENGINEERING, S.L.'s client shall have the right of witnessing, in the manufacturer's premises, the manufacturing or production process of the goods object of the order, as well as witnessing the corresponding testing and inspections of the supplier. ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall notify the supplier its intention of exercising said right, and the supplier shall facilitate ESCRIBANO MECHANICAL & ENGINEERING, S.L.'s representatives the access to its facilities, the necessary means for the referred inspection and the timely cooperation of its employees. The inspections carried out in no way imply the acceptance of goods or work object of the order by ESCRIBANO MECHANICAL & ENGINEERING, S.L.

## 6. PRICE AND METHOD OF PAYMENT

- a) Prices are considered fixed, firm and non-revisable, unless otherwise stated in the Order.
- b) Supplier's invoicing must be in the same unit of measure (UM) and with the same material and description as indicated in the purchase order.
- c) Invoices not complying with this requirement shall not be managed in our Administration department for its accounting and payment.
- d) Payments shall be made by bank transfer, pursuant to the specific terms and conditions agreed between the supplier and ESCRIBANO MECHANICAL & ENGINEERING, S.L.
- e) In the event of any express approval by ESCRIBANO MECHANICAL & ENGINEERING, S.L., by which the supplier may exercise a price review, said review could not be applied in any case to those goods delivered outside the agreed term due to causes not attributable to ESCRIBANO MECHANICAL & ENGINEERING, S.L.
- f) ESCRIBANO MECHANICAL & ENGINEERING, S.L shall not assume any liability vis-à-vis the

## GENERAL ORDER TERMS AND CONDITIONS

supplier with respect to any tax, rate, contribution or levy as a result of the products and/or services required, unless otherwise stated.

- g) In case that the supplier must provide ESCRIBANO MECHANICAL & ENGINEERING, S.L. with documentation on material tests, test records, quality control or any other type of documents, this shall be one of the requirements so that the delivery and the rendering of services are considered completed. ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall be entitled to withhold any payment, to a reasonable extent, due to defects and/or failure to provide the documentation, in which case the term of payment shall begin to run after the total rectification of defects and/or failures to comply.
- h) ESCRIBANO MECHANICAL & ENGINEERING, S.L.'s terms and conditions shall prevail over any order confirmation by the supplier.
- i) In case of intra-community suppliers, the delivery notes and invoices must include:
  - a. Tariff code
  - b. INCOTERM
  - c. Weight of goods (if possible)

### 7. WARRANTIES

- a) The goods delivered shall be newly manufactured and shall comply with the technical specifications requested in the Order. Guarantee of the products delivered shall be in conformity with the Legislative Royal Decree 1/2007, of 16 November, by which the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws is approved.

### 8. REQUIREMENTS FOR IMPORTS AND EXPORTS

- a) The supplier must comply with all imports and exports controls, customs duties, regulations on foreign trade and other requirements, providing ESCRIBANO MECHANICAL & ENGINEERING, S.L., where appropriate, the relevant information or documentation on said compliance.
- b) The supplier must inform in writing and without delay (except in cases of force majeure) of any information or data that ESCRIBANO MECHANICAL & ENGINEERING, S.L. may require to comply with the regulations on foreign trade, in case of export or import.
- c) The supplier must make available, at its earliest convenience, any document that the administrations or customs authorities of the receiving country may require, or other applicable rules on export and/or import licenses (including relevant documentation to special taxes).

### 9. CONFIDENTIALITY AND INTELLECTUAL & INDUSTRIAL PROPERTY

- a) The documentation provided verbally or in writing by ESCRIBANO MECHANICAL & ENGINEERING, S.L. under the order to the supplier, of technical, financing or business nature, shall be exclusively owned by ESCRIBANO MECHANICAL & ENGINEERING, S.L. and its transfer does not constitute any license or assignment of rights of industrial or intellectual property of ESCRIBANO MECHANICAL & ENGINEERING, S.L. to the supplier. The supplier shall solely use said information for the exclusive purpose of the Order, shall restrict its internal dissemination to the employees who have the need of access to it, and shall not disclose any information

provided by ESCRIBANO MECHANICAL & ENGINEERING, S.L. to third parties without the prior written consent of ESCRIBANO MECHANICAL & ENGINEERING, S.L.

- b) The supplier shall not advertise in respect of the Order or its content without the prior written consent of ESCRIBANO MECHANICAL & ENGINEERING, S.L.
- c) Any invention, design, technical documentation or information created or generated by the supplier under the order shall belong to ESCRIBANO MECHANICAL & ENGINEERING, S.L., and the supplier shall assign all corresponding rights to ESCRIBANO MECHANICAL & ENGINEERING, S.L., free of charge.
- d) The supplier shall inform ESCRIBANO MECHANICAL & ENGINEERING, S.L. of any improvement implemented on the goods object of the corresponding Order.
- e) In case of subcontracting of services, in accordance with the order, the supplier shall ensure to reach the necessary agreements with the temporary subcontractors that enable it to comply with the provisions of the Order.

### 10. SUSPENSION AND TERMINATION

- a) ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall be authorized at any time to totally or partially suspend the execution or supply of the order for a maximum period of six months, by means of written notice to the supplier. The supplier shall immediately stop all works subject to the suspension order, until ESCRIBANO MECHANICAL & ENGINEERING, S.L. authorizes its restart or definitively terminate the Order. In both cases, ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall pay the supplier for any work carried out until the moment of cancellation.
- b) In the event that the supplier fails to comply with any obligation under the Order, suspends payments, goes bankrupt or is unable to meet its debts, ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall be authorized, by means of written notice to the supplier, to terminate the Order, totally or partially, with immediate effect. The supplier shall compensate ESCRIBANO MECHANICAL & ENGINEERING, S.L. for all damages suffered as a result of the termination of the Order.
- c) ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall be entitled to totally or partially terminate the Order, at its convenience at any time. In this case, the supplier shall be entitled to charge all goods delivered to ESCRIBANO MECHANICAL & ENGINEERING, S.L., according to the prices set out in the Order, and all costs incurred until the effective date of the termination. Said payments shall be the exclusive compensation to which the supplier shall be entitled to because of said termination and in any case it shall cumulatively exceed the price of the Order.

### 11. SUPPLIER'S LIABILITY

- a) The supplier shall be liable vis-à-vis third parties for any claim arising from possible defects or hidden faults of the goods delivered regardless of the acceptance thereof by ESCRIBANO MECHANICAL & ENGINEERING, S.L., holding expressly harmless ESCRIBANO MECHANICAL & ENGINEERING, S.L. from any liability for those concepts.
- b) The supplier undertakes to bear the labor, tax and Social Security obligations of its employees, as well as its subcontractors and the workers thereof (in case of subcontracting).
- c) The supplier must provide ESCRIBANO MECHANICAL & ENGINEERING, S.L. with test tubes for

the approval, inspection/verification, research or audit of the design, provided that ESCRIBANO MECHANICAL & ENGINEERING, S.L. may require it.

- d) The supplier shall keep in its files during at least 7 years, all documents and certifications related to the product delivered.
- e) The supplier must ensure that all persons involved in the order of ESCRIBANO MECHANICAL & ENGINEERING, S.L. are aware of:
  - i. Its contribution to the conformity of the product and/or services;
  - ii. Its contribution to the security/safety of the products;
  - iii. The importance of ethical behavior.

## 12. MANAGEMENT AND SUBCONTRACTING

- a) The supplier shall not be entitled to assign any part of the order to a third party without the prior written consent of ESCRIBANO MECHANICAL & ENGINEERING, S.L.
- b) The supplier shall not be entitled to subcontract any works exceeding the 10% of the value of the order without the prior written consent of ESCRIBANO MECHANICAL & ENGINEERING, S.L.
- c) In case of subcontracting, the supplier must require the same obligations to its subcontractors and/or workers thereof.

## 13. ESCRIBANO MECHANICAL & ENGINEERING'S OWNERSHIP

- a) Any tool, tooling, piece or material assigned by ESCRIBANO MECHANICAL & ENGINEERING, S.L. to the supplier under the order shall remain in the ownership of ESCRIBANO MECHANICAL & ENGINEERING, S.L. and shall be solely used for the purpose of the order. The supplier shall identify each good as belonging to ESCRIBANO MECHANICAL & ENGINEERING, S.L. and shall be returned in good conditions at the request of ESCRIBANO MECHANICAL & ENGINEERING, S.L. at any time. The supplier shall insure said goods against damages, theft or loss, and compensation.
- b) The materials assigned could not be provided to third parties or be used for purposes other than those indicated in the order.

## 14. LIABILITY EXCLUSION

- a) The supplier shall hold fully harmless ESCRIBANO MECHANICAL & ENGINEERING, S.L. and its clients from any claims, liabilities, legal actions, lawsuits, damages, costs and expenses filed against ESCRIBANO MECHANICAL & ENGINEERING, S.L.'s client, as a consequence of the non-compliance or non-performance by the supplier of its obligations as per the order; and those arising from the death, injury or damage to individuals or goods caused or to what they have contributed due to negligence, non-compliance or omission by the supplier, its employees or subcontractors.

## 15. CHANGES. MODIFICATION IN PURCHASE ORDERS

- a) ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall be entitled by means of written notice to make changes in the goods or services to be delivered or to modify its delivery date. In case that said changes cause an increase or reduction in the cost of the supply to comply with the

Order, the effects of said impact shall be negotiated between both parties.

- b) The modifications, additions or variations to the order proposed by the supplier shall only apply if ESCRIBANO MECHANICAL & ENGINEERING, S.L. confirms them in writing.
- c) The implementation of any changes in the Products and/or Services shall be subject to a prior written agreement between the parties. The supplier shall not carry out any changes, unless expressly otherwise stated by ESCRIBANO MECHANICAL & ENGINEERING, S.L.

### 16. FORCE MAJEURE OR ACTS OF GOD

- a) None of the parties shall be liable vis-à-vis the other party for the possible delays or non-compliances of the obligations set forth in the order as a result of an event of “force majeure” or “acts of God”. An event of this nature shall be considered when it could not be foreseen by the affected party, is unavoidable and beyond its reasonable control and prevent the affected party complying with its obligations despite making all reasonable efforts. Said event shall include:
  - i. Acts of terrorism, war or threat of war;
  - ii. Natural events, fires, explosions, epidemics, etc.
  - iii. Governmental actions.

Strikes (including general strikes) shall not be considered events of force majeure or acts of God.

- b) The affected party must immediately notify the other party upon obtaining knowledge of such event and shall make every effort, to a reasonable extent, to solve or minimize the effects of said event.
- c) The suspension of the obligations set forth in the order shall continue while the event of force majeure or act of God remains.

### 17. LABOR SAFETY

- a) The supplier undertakes to send together with the equipment or material delivered, the instructions for use, storage and any other information/documentation required for the adequate risk prevention at work, arising from the use and handling of said equipment or material and shall be governed by the legal provisions, regulations and rules that were in force as regards to Security/Safety, Hygiene and Health at Work and that are applicable to the order.
- b) When the supplier is at ESCRIBANO MECHANICAL & ENGINEERING, S.L.'s facilities, it must comply with all ESCRIBANO MECHANICAL & ENGINEERING, S.L.'s security/safety standards that are applicable to it.

### 18. ENVIRONMENTAL PROTECTION

- a) ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall recommend its suppliers the compliance of the applicable Environmental Regulations, as well as the use of the best means and practices to prevent and, where appropriate, to amend the actions negatively affecting the environmental conservation. Any specific requirement of environmental rules could be indicated in the Order.
- b) The supplier must provide all the necessary information so that ESCRIBANO MECHANICAL &

ENGINEERING, S.L. may comply with all the obligations arising from environmental rules and/or regulations with respect to the services carried out and/or products delivered to ESCRIBANO MECHANICAL & ENGINEERING, S.L.

- c) The supplier must provide a life-cycle approach in all products delivered, making available to ESCRIBANO MECHANICAL & ENGINEERING, S.L. reliable and appropriate information throughout all the value chain, so that ESCRIBANO MECHANICAL & ENGINEERING, S.L. may reduce its impact on the environment.

### 19. LAW AND JURISDICTION

- a) This order shall be subject to the Spanish Law, and any dispute arising between the parties shall be submitted to the Courts of Madrid for its final resolution.

### 20. QUALITY. NATO REQUIREMENT

- a) The supplier undertakes to comply with the integrated Management Policy of ESCRIBANO MECHANICAL & ENGINEERING, S.L.
- b) All requirements of this agreement may be subject to Official Quality Assurance. You shall be notified of any activity of Official Quality Assurance to be carried out.
- c) The supplier may be assessed at any time and without restrictions at the compliance level of the requirements of the rules, prior notice by ESCRIBANO MECHANICAL & ENGINEERING, S.L. Said verification activities may include:
  - i. Review of the objective evidence of the conformity of the procedures, products and/or services.
  - ii. Inspection and audit at the supplier's facilities.
  - iii. Review of the documentation requested by ESCRIBANO MECHANICAL & ENGINEERING, S.L.
  - iv. Review of data for the approval and production procedure.
  - v. Inspection of products or verification of services upon receipt.
- d) The supplier must establish a control system of the monitoring and measuring equipments, according to the requirements of paragraph 7.6 of the Rule EN9100, including its preventive maintenance in order to ensure the continuity of the capacity of the process. The calibration system shall be traceable to ENAC standards or other certified international body. In any case the equipments shall be tested before use in order to verify its pattern, accuracy and capacity of the process, recording said inspection in the same way as the regular inspections established by the control system.
- e) The calibration and measuring system, where applicable in the order, must comply with the requirements of UNE-EN ISO 10012.

### 21. QUALITY REQUIREMENTS

- a) The supplier shall be fully liable for the quality of the products and/or services delivered to ESCRIBANO MECHANICAL & ENGINEERING, S.L.
- b) The supplier must notify the non-compliant product to ESCRIBANO MECHANICAL & ENGINEERING, S.L. and obtain the approval for the non-complaint product. The fact of notifying the changes in the product or process, the changes of suppliers, the changes in

location of facilities, ownership or beneficiaries and obtaining the approval of ESCRIBANO MECHANICAL & ENGINEERING, S.L. and leading to the chain of supplies the applicable requirements including the client's requirements. In case of changes in location, inactivity in the product manufacturing or changes in the process (of any nature), the supplier undertakes, at ESCRIBANO MECHANICAL & ENGINEERING, S.L.'s request, to produce a report of first item, pursuant to the requirements of EN 9102 at no cost to ESCRIBANO MECHANICAL & ENGINEERING, S.L.

- c) The supplier shall be obliged to retain records for the time periods set forth in UNE-EN-9100 and grant access to ESCRIBANO MECHANICAL & ENGINEERING, S.L., as well as to its client and to the regulatory bodies to the applicable areas of all facilities at all levels of the supply chain, involved in the order and to all applicable records.

### 22. SUPPLY OF COUNTERFEITS GOODS

- a) The supplier shall guarantee ESCRIBANO MECHANICAL & ENGINEERING, S.L. the supply of new, genuine (not counterfeit) and not used goods (unless otherwise agreed by both parties).
- b) The supplier undertakes to acquire the items directly from manufacturers of original components or official and/or authorized dealers.
- c) In case that the supplier provides counterfeit products, or products that are suspected of being counterfeits, ESCRIBANO MECHANICAL & ENGINEERING, S.L. may return the items to the supplier, and it must replace them with acceptable items.
- d) The supplier shall be liable for the costs related to the seizure, withdrawal, replacement and/or any other extra costs incurred to ESCRIBANO MECHANICAL & ENGINEERING, S.L. in relation to the supply of counterfeit products.
- e) ESCRIBANO MECHANICAL & ENGINEERING, S.L. may withhold the payment of any order in which counterfeits are detected or in which products suspected of being counterfeits until the completion of the counterfeiting investigation and/or the replacement of the product.
- f) The supplier must establish a systematic approach to ensure the traceability of the product along all stages of production.

### 23. EXCLUSION OF WAR MINERALS

- a) The supplier shall guarantee that products to be delivered as indicated in the order do not include "war minerals", according to the definition of the *Dodd-Frank* U.S. Law on Consumer Protection and Wall Street Reform, in its article 1502.
- b) Among the referred "war minerals", columbite-tantalite, cassiterite, gold and wolframite are included, as well as their derivatives, or other minerals that the U.S. State Department determines that are financing the conflict in the Democratic Republic of The Congo or those surrounding countries concerned.

### 24. CODE OF ETHICS AND ANTI-CORRUPTION POLICY

- a) ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall make available a Code of Ethics, which must be complied with for all its suppliers. Said Code is at the suppliers' disposal on ESCRIBANO MECHANICAL & ENGINEERING, S.L.'s website.



- b) The supplier is hereby notified and agrees to abide said Code of Ethics in all its terms.
- c) The supplier accepts that said Code of Ethics may be modified by ESCRIBANO MECHANICAL & ENGINEERING, S.L., being informed of the changes produced in the document after the publication of the new version on the website.
- d) Both parties undertake that, at the date of entry into force of the order/ agreement [DATE OF ENTRY INTO FORCE], neither they, nor their managers, officials or employees shall have offered, promised, delivered, authorized, requested or accepted any undue, economic or of any other kind of advantage (or suggesting that they shall do it or could do it at some point in the future) in any way related to the order/ agreement and that have adopted reasonable measures to avoid that subcontractors, agents or any third party subject to its control or to its determining influence do so.
- e) The parties agree that, at all times in relation to the order/ agreement, and throughout its life-cycle, shall comply with and adopt reasonable measures against corruption in order to ensure that its subcontractors, agents and other parties subject to its control or to its determining influence do so as well.
- f) If any of the parties, as a result of the right to carry out an audit contractually agreed, if any, of ledgers and financial records of the other party, or in a different way, provides evidence that the latter has taken part in a material or repetitive breach of the provisions of the anti-bribery policy, it shall notify this latter party consequently and shall require to adopt the necessary corrective actions in a reasonable term and to report him of said actions. If this latter party does not adopt the necessary corrective measures, or if these measures are not feasible, it may invoke the defense by evidencing that at the time in which the proof of the breach of breaches arose, it had established the proper preventive measures against corruption. If the corrective measures are not adopted or, depending on the case, the defense is not invoked efficiently, the first party may, at its discretion, suspend the order/agreement or terminate it, understanding that all amounts contractually due at the time of the suspension or termination of the order/agreement shall continue being payable, to the extent permitted by applicable law.

### 25. PERSONAL DATA PROTECTION

- a) The order and any other information provided by ESCRIBANO MECHANICAL & ENGINEERING, S.L. shall be considered as confidential information.
- b) The supplier undertakes to keep the confidentiality of all information provided by ESCRIBANO MECHANICAL & ENGINEERING, S.L.
- c) The supplier shall limit the access to said confidential information, solely to authorized persons, ensuring that these comply with the referred obligations.
- d) The supplier shall be liable for any unauthorized information disclosure of ESCRIBANO MECHANICAL & ENGINEERING, S.L. carried out by employees, agents or subcontractors.
- e) ESCRIBANO MECHANICAL & ENGINEERING, S.L. allows the Supplier disclosing the confidential information to other recipients which are not directly related to the execution of the order, but that must be aware of it (for example auditors, consultants), provided that said parties carry out the works under the confidentiality rules.
- f) The supplier shall not copy, or disclose any confidential information, without the prior express

written authorization of ESCRIBANO MECHANICAL & ENGINEERING, S.L.

- g) The obligations of confidentiality shall remain applicable and shall remain in force for an indefinite term, despite the completion or expiration of the order. Once elapsed the term of 7 years as from the completion of the order, the Supplier shall inform ESCRIBANO MECHANICAL & ENGINEERING, S.L. if it wishes the return or destruction of all information owned by ESCRIBANO MECHANICAL & ENGINEERING, S.L. recorded on its files, having to certify said destruction if this was the option chosen.
- h) In the event that the supplier had access to the personal data owned by ESCRIBANO MECHANICAL & ENGINEERING, S.L., as a result of the execution of the order, or accidentally, it must guarantee the confidentiality of said information, for an indefinite term, as well as undertake not to disclose it to third parties.
- i) Obligations of the Data Processor (Supplier):
  - i. To use the personal data processed solely for the purpose object of the order and according to the instructions of the person in charge of the file.
  - ii. To keep records of all categories of activities processed and carried out on behalf of person in charge of processing.
  - iii. To take all necessary measures according to the type of processing, pursuant to article 32 "Security/Safety of Processing" of Regulations (EU) 2016/679, of 27 April 2016 (GDPR).
  - iv. The Supplier must provide mechanisms that enable to guarantee the permanent confidentiality, integrity, availability and resilience of the systems and services of processing, as well as to restore the availability and the access to personal data expeditiously, in case of physical or technical incident.
  - v. The Supplier must regularly verify, evaluate and value the efficiency of the technical and organization measures implemented to guarantee the security of processing. Particularly, the Supplier must provide proper cybersecurity measures to avoid any type of cyberattack that may affect the information related to ESCRIBANO MECHANICAL & ENGINEERING, S.L., having to regularly update and evaluate those measures by means of the corresponding cybersecurity plan.
  - vi. The Supplier must guarantee that the persons authorized to treat personal data undertake, expressly and in writing, to respect the confidentiality and to comply with the corresponding security measures, keeping the documentation certifying the compliance of said obligation at ESCRIBANO MECHANICAL & ENGINEERING, S.L.'s disposal.
  - vii. The Supplier must assist ESCRIBANO MECHANICAL & ENGINEERING, S.L. in the response to the exercise of the ARCOPS rights: Access, Rectification, Opposition, Deletion (Right to be Forgotten), Limitation of processing, Data Portability and not to be object of automated individualized decisions.
  - viii. The Supplier shall notify ESCRIBANO MECHANICAL & ENGINEERING, S.L. within a maximum term of 48 hours, of the personal data security breaches under its care of which it is aware of, together with all relevant information for the documentation and notification of the incidence.
- j) In the event that the supplier required, for the achievement of the product or service resulting from the order of the services, the translation from a third party or the information was kept in external servers to the supplier, it must request the written consent by ESCRIBANO MECHANICAL & ENGINEERING, S.L.

## 26. DATA SAFETY

- a) The supplier must ensure the implementation of appropriate technical and/or functional measures to guarantee Data Safety, protection against loss or unauthorized processing of files, data media and documents containing information related to the order, as well as their destruction when they are no longer necessary. In this regard, and without prejudice to other obligations applicable to the order, the supplier shall comply with the Information Security Policy ESCRIBANO MECHANICAL & ENGINEERING S.L., which is available to all interested parties on the company's website. ESCRIBANO MECHANICAL & ENGINEERING S.L. may update the terms of its Information Security Policy, and the supplier is responsible for learning about and implementing the changes. In addition, if requested, the supplier must provide evidence of compliance with the aforementioned requirements.
- b) In terms of Information Security and/or cyber security, the supplier undertakes to comply with:
  - i. Current legislation on information security and personal data protection (See clause 26)
  - ii. Use computer anti-virus programs or programs to detect the presence and/or eradicate any virus, malware, computer worms, Trojans or similar before the start and during the performance of the contract
  - iii. Use appropriate technologies to adequately protect ESCRIBANO MECHANICAL & ENGINEERING S.L. data against unauthorized access by third parties (such as "hackers") and unwanted data transmissions (such as "spam").
- c) The supplier must inform ESCRIBANO MECHANICAL & ENGINEERING S.L. immediately about:
  - i. Any risk or danger to data and/or information
  - ii. Any breach or violation of the Confidentiality and Intellectual Property clause (See clause 9), any Confidentiality agreement signed expressly for the order or the Information Security Policy;
  - iii. Any other circumstance that poses a threat or unauthorized access to Confidential Information.
- d) The supplier undertakes the obligation to ensure that all personnel, subcontractors and/or collaborators involved in the provision of the order are aware of and comply with the Information Security obligations assumed by them with respect to ESCRIBANO MECHANICAL & ENGINEERING S.L.