

# ORDER TERMS AND CONDITIONS

## 1. ORDER ACCEPTANCE.

- a) By accepting this order, the supplier accepts all the present General Conditions. In the event of any conflict, the terms and conditions contained in the purchase order from ESCRIBANO MECHANICAL & ENGINEERING, S.L.U. (hereinafter EM&E) shall prevail over any other terms and conditions contained in the supplier's offer/order acknowledgement, as well as in the order acknowledgements issued by the supplier following receipt of this order. In the event of any conflict, the terms and conditions of the purchase order shall prevail over any other documents of the supplier.

## 2. PACKING AND DELIVERY.

- a) The supplier shall establish a system to prevent deterioration, corrosion or damage to the goods supplied. It shall also include the necessary instructions to ensure proper handling and to protect items vulnerable to damage during transport.
- b) The delivered goods shall be packed in such a way that they will not be damaged during shipment.
- c) Transport and insurance to the address specified in the purchase order shall be at the expense of the supplier, unless expressly stated otherwise in the order.
- d) Delivery shall be accompanied by all documents specified in the purchase order. EM&E is not bound to accept any delivery received without a Delivery Note stating the number of packages, the weight of the goods, the unit of measure, the quantity and reference of the goods and the corresponding order number, together with the relevant transport documents. Errors in the required documentation or the absence of such documentation may result in the return of the goods to the supplier.
- e) Where electrostatic discharge (ESD) sensitive components or assemblies are supplied, the packaging shall be clearly marked and suitable for such components or assemblies to prevent damage during transport.
- f) The supplier shall ensure that all products are appropriately marked in accordance with applicable legislation and the provisions of the purchase order. Unless otherwise specified, CE marking is mandatory.

## 3. DELIVERY DEADLINES

- a) The products and/or services shall be delivered on the dates, at the rates and at the places agreed and specified in the purchase order. The supplier shall immediately notify EM&E in writing of any anticipated delay in delivery and shall use its best efforts to remedy and minimise such delay. In the event of failure to meet the delivery date, EM&E shall be entitled to:
  - i.) Charge the supplier two percent (2%) of the order price for each week of delay.
  - ii.) Terminate the order by written notice if the supplier is in default.
  - iii.) Any combination of paragraphs (i) and (ii). Any damages suffered by EM&E in excess of the amounts charged to the supplier under paragraph (i) shall be passed on in full to the supplier.

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### 4. RECEIPT, INSPECTION AND ACCEPTANCE OF THE ORDER

- a) The supplier guarantees that it has inspected and tested the products and/or services supplied for conformity with the order prior to delivery.
- b) The goods shall not be deemed accepted by EM&E until EM&E's quality control department has verified that the delivery complies with the requirements of the purchase order. If after a period of two months from the date of delivery of the goods the supplier has not received any notification from EM&E, tacit acceptance of the delivery shall be deemed to have taken place, unless EM&E can prove force majeure.
- c) Any goods rejected by EM&E as not conforming to the purchase order, or if the quantity delivered exceeds the quantity ordered, may be returned by EM&E to the supplier freight prepaid, in which case the supplier shall be obliged to replace them with goods conforming to the order within the shortest possible time agreed with the buyer, freight prepaid, unless otherwise instructed by EM&E.

### 5. INSPECTION AT ORIGIN.

- a) EM&E, its agents, authorities or representatives of EM&E's customer shall have the right to inspect the manufacturing or production process of the ordered goods at the manufacturer's premises and to observe the supplier's tests and inspections. EM&E shall notify the supplier of its intention to exercise this right and the supplier shall provide the representatives of EM&E with access to its facilities, the means necessary for such inspection and the timely cooperation of its employees. Inspections shall in no way constitute acceptance by EM&E of the goods or work ordered.

### 6. PRICE AND METHOD OF PAYMENT.

- a) Prices shall be understood to be fixed, firm and non-negotiable unless otherwise agreed in the Order.
- b) Supplier's invoices must be in the same UOM (Unit of Measure) and with the same material and description as indicated in the purchase order.
- c) Invoices that do not comply with this requirement will not be processed by our administration department for accounting and payment.
- d) Payments shall be made by bank transfer in accordance with the specific terms and conditions agreed between the supplier and EM&E.
- e) In the event that EM&E has given its express consent for the supplier to make a price adjustment, such adjustment may not be applied to goods delivered after the agreed delivery date for reasons for which EM&E is not responsible.
- f) EM&E shall not be liable to the supplier for any taxes, duties, levies, fees or charges arising out of the required products and/or services unless otherwise agreed.
- g) In the event that the supplier is required to provide EM&E with material tests, test reports, quality control or other documentation, this shall be one of the requirements for the delivery or performance to be considered complete. EM&E shall be entitled to withhold payment to a reasonable extent due to defects and/or non-compliance of the documentation to be provided, in which case the payment period shall commence after the complete rectification of the possible defects and/or non-compliance.
- h) EM&E's terms and Conditions shall prevail over any supplier's purchase order confirmation.
- i) In the case of intra-EU suppliers, delivery notes and invoices shall contain:
  - a. Tariff code.
  - b. INCOTERM.
  - c. Weight of goods (if possible).

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### 7. GUARANTEES.

- a) The goods delivered are new and comply with the technical specifications requested in the Order. The guarantee of the products supplied is in accordance with the provisions of Royal Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws.

### 8. IMPORT AND EXPORT REQUIREMENTS

- a) The supplier shall comply with all import and export controls, customs duties, foreign trade regulations and other requirements by providing EM&E upon request with relevant information or documentation of such compliance.
- b) The supplier shall provide EM&E, in writing and without delay (except in cases of force majeure), with any information or data required by EM&E to comply with foreign trade regulations in the case of export or import.
- c) The supplier shall provide as soon as possible any documentation required by the customs or other authorities of the receiving country or any other applicable export and/or import licensing requirements (including documentation relating to excise duties and taxes).

### 9. CONFIDENTIALITY AND INTELLECTUAL AND INDUSTRIAL PROPERTY.

- a) Documentation, whether oral or written, provided by EM&E to the supplier in connection with the purchase order, whether technical, financial or commercial in nature, shall be the sole property of EM&E and the transfer thereof shall not constitute a licence or assignment of EM&E's intellectual property rights to the supplier. The supplier shall use such information only for the purpose of the order, shall restrict its internal dissemination to employees with a need to know, and shall not disclose any information provided by EM&E to any third party without the prior express written consent of EM&E.
- b) Supplier shall not advertise the Order or its contents without EM&E's prior written consent.
- c) All inventions, designs, documentation or technical information created or generated by the supplier under the order shall belong to EM&E and the supplier shall assign all rights thereto to EM&E free of charge.
- d) The supplier shall inform EM&E of any improvements made to the goods covered by the relevant Order.
- e) In the event of sub-contracting the services under the order, the supplier shall ensure that the necessary arrangements are made with any sub-contractors to enable the supplier to comply with the Order.

### 10. SUSPENSION AND TERMINATION.

- a) EM&E shall be entitled at any time to suspend the execution or delivery of the order in whole or in part for a maximum period of six months by written notice to the supplier. The supplier shall immediately cease all work covered by the suspension order until EM&E authorises its resumption or terminates the order. In either case, EM&E shall pay the supplier for all work performed up to the time of suspension.
- b) In the event that the supplier fails to perform any of its obligations under the Order, suspends payments, becomes bankrupt or is otherwise unable to pay its debts, EM&E shall be entitled to terminate the Order in whole or in part with immediate effect upon written notice to the supplier. The supplier shall indemnify EM&E for all damages resulting from the termination of the Order.
- c) EM&E shall have the right to terminate the Order in whole or in part at any time at its discretion. In such event, Supplier shall be entitled to collect all goods delivered to EM&E

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in accordance with the Order prices and all costs incurred up to the effective date of termination, which payments shall be the exclusive compensation to which supplier is entitled for such termination and shall in no event add up to more than the Order price.

### 11. SUPPLIER LIABILITY

- a) The supplier shall be liable to third parties for any claims arising from any defects or hidden defects in the goods supplied, irrespective of EM&E's acceptance of the same, and shall expressly indemnify EM&E from any liability in respect thereof.
- b) The Supplier undertakes to assume responsibility for the labour, tax and social security obligations of its employees, as well as those of its subcontractors and their employees (in case of subcontracting).
- c) The supplier shall provide EM&E with test specimens for design approval, inspection/verification, investigation or audit as requested by EM&E.
- d) The supplier shall keep all documents and certifications relating to the supplied product for at least 7 years.
- e) The supplier shall ensure that all persons involved in the order from EM&E are aware that:
  - i. Their contribution to the conformity of the product and/or services.
  - ii. Their contribution to product safety.
  - iii. The importance of their ethical behaviour.

### 12. MANAGEMENT AND SUBCONTRACTING.

- a) The supplier shall not be entitled to subcontract any part of the order to third parties without EM&E's prior written consent.
- b) The supplier shall not be entitled to subcontract work exceeding 10% of the order value without EM&E's prior written consent.
- c) In the event of subcontracting, the supplier shall require the same obligations from its subcontractors and/or their employees.

### 13. PROPERTY OF ESCRIBANO MECHANICAL & ENGINEERING.

- a) Any tools, tooling, parts or materials provided by EM&E to the supplier under the purchase order shall remain the property of EM&E and shall be used only for the purpose of the order. The supplier shall identify each item as the property of EM&E and shall return it to EM&E in good condition at any time or upon EM&E's request. The supplier shall insure such goods against damage, theft or loss and provide compensation.
- b) Materials provided may not be made available to third parties or used for purposes other than those specified in the order.

### 14. DISCLAIMER

- a) The Supplier shall fully indemnify EM&E and its customers against all claims, liabilities, actions, demands, damages, losses, losses, costs and expenses which may be brought against EM&E's customer by reason of the supplier's failure or neglect to perform its obligations under the order; and resulting from death, injury or damage to person or property caused or contributed to by the negligence, default or omission of the supplier, its employees or sub-contractors.

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### 15. CHANGES. VARIATION OF PURCHASE ORDERS

- a) EM&E shall be entitled to make changes in the goods or services to be supplied or to change the delivery date by written notice. In the event that such changes result in an increase or decrease in the cost of supply to comply with the order, the impact of such changes shall be negotiated between the parties.
- b) Any amendments, additions or variations to the order proposed by the supplier shall only apply if confirmed in writing by EM&E.
- c) The application of any variation to the Products and/or Services shall be subject to prior written agreement between the parties. No variation shall be implemented by the supplier unless expressly indicated by EM&E.

### 16. FORCE MAJEURE OR ACT OF GOD

- a) Neither party shall be liable to the other for any delay or failure to perform its obligations under the order due to an event of "force majeure" or "Act of God". Such an event shall be deemed to occur when it could not have been foreseen by the party concerned, is unavoidable and beyond its reasonable control and prevents the party concerned from fulfilling its obligations despite all reasonable efforts. Such events include:
  - i. Acts of terrorism, war or threat of war
  - ii. Natural phenomena, fires, explosions, epidemics, etc.
  - iii. Acts of government.Strikes (including general strikes) shall not be deemed to be Force Majeure or an Act of God.
- b) The affected party shall notify the other party immediately upon becoming aware of the event and shall use reasonable efforts to remedy or minimise the effects of the event.
- c) The suspension of the obligations set out in the order shall continue for as long as the event of force majeure or act of God continues.

### 17. OCCUPATIONAL SAFETY.

- a) The supplier undertakes to send the instructions for use, storage and any other information/documentation that may be necessary for the adequate prevention of occupational hazards arising from the use and handling of the equipment or materials supplied, together with the equipment or materials supplied. This shall be in accordance with the provisions, regulations and legal standards relating to Safety, Hygiene and Health at Work applicable to the purchase order.
- b) b) The supplier shall comply with all safety regulations of EM&E applicable to the supplier when on the premises of EM&E.

### 18. ENVIRONMENTAL PROTECTION.

- a) EM&E encourages its suppliers to comply with applicable environmental regulations and to use best means and practices to prevent and, where appropriate, correct actions that adversely affect the preservation of the environment. Any specific environmental regulatory requirements may be included in the Order.
- b) The supplier shall provide all information necessary to enable EM&E to comply with any environmental and/or regulatory obligations relating to the services provided and/or products supplied to EM&E.
- c) The supplier shall provide a life cycle approach for all products supplied, providing EM&E with reliable and appropriate information throughout the value chain to enable EM&E to reduce its environmental impact.

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### 19. GOVERNING LAW AND JURISDICTION.

- a) This order is subject to Spanish law and any dispute between the parties shall be submitted to the Courts and Tribunals of Madrid for final resolution.

### 20. QUALITY. NATO REQUIREMENT.

- a) The supplier agrees to comply with EM&E's Integrated Management Policy.
- b) All requirements of this contract may be subject to Official Quality Control. The supplier will be notified of all Official Quality Control activities to be carried out.
- c) The supplier may be assessed at any time and without limitation on the level of compliance with the requirements of the standard, subject to prior notification by EM&E. Such control activities may include:
  - i. Verification of the objective evidence of conformity of processes, products and/or services.
  - ii. Inspection and audit at the supplier's premises.
  - iii. Review of requested documentation by EM&E.
  - iv. Review of production approval process data.
  - v. Inspection of products or verification of services on receipt.
- d) The supplier shall establish a control system for the monitoring and measuring equipment in accordance with the requirements of paragraph 7.1.5 of EN9100, including preventive maintenance to ensure continuity of process capability. The calibration system shall be traceable to ENAC standards or other international accredited organisations. In any case, the equipment shall be tested before use to verify its tendency, accuracy and process capacity, and this test shall be recorded in the same way as the periodic tests required by the control system.
- e) The calibration and measurement system, when used in the order, must comply with the requirements of UNE-EN ISO 10012.

### 21. QUALITY REQUIREMENTS.

- a) The supplier is fully responsible for the quality of the products and/or services supplied to EM&E.
- b) The supplier shall notify EM&E of non-conforming product and obtain approval for the non-conforming product. Notify and obtain approval from EM&E for product or process changes, change of supplier, change of location of facilities, change of ownership or shareholding and notify the supply chain of any applicable requirements including customer and/or regulatory requirements. In the event of changes in placement, product manufacturing downtime or process changes (of any kind) the supplier agrees to provide a first item report in accordance with the requirements of EN 9102 at no cost to EM&E on request from EM&E.
- c) The supplier shall maintain records for a minimum of 5 years, subject to contractual requirements, and shall allow EM&E, its customers and regulatory authorities access to the relevant areas of all facilities at all levels of the supply chain involved in the order and to all relevant records.

### 22. SUPPLY OF COUNTERFEIT ITEMS

- a) The supplier guarantees the supply of new, genuine (not counterfeit) and unused goods to EM&E (unless otherwise agreed by both parties).
- b) The supplier undertakes to purchase items directly from original component manufacturers or official and/or authorised distributors.

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- c) If the supplier delivers counterfeit products or products suspected of being counterfeit, EM&E may return the items to the supplier and the supplier shall replace the items with acceptable items.
- d) The supplier shall be responsible for the costs of seizure, recall, replacement and/or any other additional costs incurred by EM&E in connection with the supply of counterfeit products.
- e) EM&E may withhold payment for any order in which counterfeits or suspected counterfeits have been discovered pending the completion of the counterfeit investigation and/or product replacement.
- f) The supplier shall establish a system to ensure product traceability through all stages of production.

### 23. EXCLUSION OF CONFLICT MINERALS

- a) The supplier guarantees that the products to be supplied as specified in the purchase order do not contain "*conflict minerals*" as defined in the US *Dodd-Frank* Wall Street Reform and Consumer Protection Act, Section 1502.
- b) "*Conflict minerals*" include columbite-tantalite, cassiterite, gold and wolframite and their derivatives, or any other mineral that the US Secretary of State determines is financing the conflict in the Democratic Republic of Congo or in countries neighbouring the Democratic Republic of Congo.

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

- a) EM&E has a Code of Ethics that all suppliers must comply with. This Code is available to suppliers on the EM&E website.
- b) The supplier is aware of and agrees to comply with this Code of Ethics in all its terms and conditions.
- c) The supplier agrees that this Code of Ethics may be modified by EM&E and will be informed of the changes made to the document after the new version is published on the website.
- d) The parties undertake that, at the time the order/contract comes into effect, neither they nor their directors, officers or employees have offered, promised, given, authorised, solicited or approved any undue advantage, financial or otherwise, in any way connected with the order/contract (or have implied that they will or may at any time in the future do so) and that they have taken reasonable steps to ensure that no such action is taken by any subcontractor, agent or other third party under their control or determining influence.
- e) The parties agree that, at all times in connection with the order/contract, and throughout its term, they shall comply with, and take reasonable anti-corruption measures to ensure that their subcontractors, agents or other third parties subject to their control or determining influence also comply with it.
- f) If a party, as a result of its contractually agreed right to audit the other party's books and records or otherwise, obtains evidence that the other party has committed a material or repeated violation of the provisions of the anti-bribery policy, it shall notify the other party and require the other party to take the necessary corrective action within a reasonable time and to report to the other party. If the latter party fails to take the necessary remedial action or if remedial action is not possible, it may defend itself by providing evidence that it had appropriate anti-corruption measures in place at the time the evidence of the non-compliance(s) arose. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the first party may, at its discretion, suspend or terminate the order/contract, provided that all sums contractually due at the

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time of suspension or termination of the order/contract shall continue to be payable to the extent permitted by applicable law.

### 25. PROTECTION OF PERSONAL DATA

- a) The purchase order and any other information provided by EM&E shall be considered as confidential information.
- b) The supplier undertakes to maintain the confidentiality of all information provided by EM&E.
- c) The supplier shall restrict access to such confidential information to authorised persons only and shall ensure that they comply with the above obligations.
- d) The supplier shall be liable for any unauthorised disclosure of EM&E information by employees, agents or subcontractors.
- e) EM&E shall permit the supplier to disclose confidential information to other recipients who are not directly involved in the performance of the order but who have a need to know (e.g. auditors, consultants), on condition that such parties perform their work under confidentiality rules.
- f) The supplier shall not copy or disclose any confidential information without EM&E's prior express written consent.
- g) The confidentiality obligations shall survive and remain in force indefinitely, notwithstanding the termination or expiry of the order. After 7 years from the end of the order, Supplier shall notify EM&E if it wishes to return or destroy all EM&E proprietary information in its records and shall certify such destruction if it chooses to do so.
- h) In the event that the supplier has access to personal data owned by EM&E, either as a result of the execution of the order or by chance, the supplier shall guarantee the confidentiality of such information, indefinitely, and undertakes not to disclose it to third parties.
- i) Obligations of the Data Controller (Supplier):
  - i. Use the personal data processed only for the purpose of the order and in accordance with the instructions of the data controller.
  - ii. Keep records of all categories of processing activities carried out on behalf of the data controller.
  - iii. Take all necessary measures according to the type of processing, pursuant to Article 32 "Security of Processing" of Regulation (EU) 2016/679 of 27 April 2016 (GDPR).
  - iv. The Supplier shall have in place mechanisms to ensure the continued confidentiality, integrity, availability and resilience of the systems and processing services and to restore availability and access to personal data in a prompt manner in the event of a physical or technical incident.
  - v. The Supplier shall regularly Review, evaluate and assess the effectiveness of the technical and organisational measures implemented to ensure the security of the processing. In particular, the Supplier shall have adequate cyber security measures in place to prevent any type of computer attack that may affect the information relating to EM&E and shall regularly update and evaluate the same by means of the appropriate computer security plan.
  - vi. The Supplier Guarantees that the persons authorised to process personal data expressly and in writing undertake to respect confidentiality and to comply with the relevant security measures. Keep at EM&E's disposal the documentation accrediting compliance with this obligation.
  - vii. The Supplier shall assist EM&E in responding to the exercise of the ARCOPS rights: Access, Rectification, Opposition, Deletion (Right to be Forgotten),



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Limitation of Processing, Data Portability and not to be subject to automated individualised decisions.

- viii. The Supplier shall notify EM&E, within 48 hours, of any breach of the security of the personal data in its possession of which it becomes aware, together with all relevant information for the documentation and communication of the incident.
- j) In the event that the Supplier requires the translation of a third party or the information is stored on servers external to the Supplier in order to provide the product or service resulting from the Services ordered, the Supplier should obtain written approval from EM&E.

### 26. INFORMATION SECURITY

The supplier shall ensure the implementation of appropriate technical and/or functional measures to guarantee information security, protection against loss or unauthorised processing of files, storage media and documents containing information relating to the order and their destruction when no longer required. In this respect and without prejudice to any other obligations that may apply to the Order, the Supplier shall comply with EM&E's Information Security Policy for Suppliers, which is available to all interested parties on the Company's website.

EM&E may update the terms of its Information Security Policy and the Supplier shall be responsible for notifying and implementing any changes. In addition, the Supplier shall, upon request, provide evidence of compliance with the above requirements.

- a) Regarding Information Security and/or cybersecurity, the supplier undertakes to comply with:
  - i. Current legislation on information security and protection of personal data (see paragraph 26).
  - ii. Use anti-virus software or software that enables the detection and/or elimination of viruses, malware, computer worms, Trojan or similar prior to the beginning and during the performance of the Contract.
  - iii. Use appropriate technology to adequately protect EM&E's information from unauthorised access by third parties (such as hackers) and unwanted data transmissions (such as spam).
- b) The supplier shall immediately report to EM&E about:
  - i. Any risk or danger to the data and/or information.
  - ii. Any failure to comply with or breach of the Confidentiality and Intellectual Property Clause (see clause 9), any Confidentiality agreement expressly signed for the order or the Information Security Policy;
  - iii. Any other circumstance involving a threat or unauthorised access to the Confidential Information.
- c) The supplier undertakes to ensure that all employees, subcontractors and/or collaborators involved in the execution of the order are aware of and comply with the obligations regarding information security assumed by the supplier towards EM&E.
- d) In the event of non-compliance with any of the above points or any of the clauses established in the contract approved with the supplier, EM&E may terminate the contract by written notice.