

GENERAL CONDITIONS OF CONTRACTING AND PURCHASE (GCCP)
(COSERMO ESPAÑOLA CONSTRUCCIONES, SERVICIOS Y MONTAJES, S.L.)
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Below are the conditions that govern the relationship between COSERMO and its suppliers. The following terms and conditions of purchase shall apply exclusively and any terms and conditions of sale from the supplier that deviate from these terms and conditions shall be expressly rejected.

1. **OBJECT OF THE ORDER:** It obliges the supplier to deliver equipment, materials or services according to the specifications established in the order. Unless otherwise specified, all equipment and materials shall be new, unused and of the specified quality.
2. **SUPPLIER'S BUDGET:** Before the order is issued by COSERMO, the supplier shall submit a proforma offer/invoice which shall conform with the quotation request in all its terms (otherwise a chapter shall be included where the differences are clearly reflected). It will only be valid if expressly approved by COSERMO.
3. **PRICES:** The prices shall include the full scope of the order and therefore will be considered net, fixed and non-revisable, unless expressly authorised by COSERMO, located at DDP Polígono Porceyo, Galileo Galilei, 711, 33211, Gijón-Asturias, Spain. If another place of destination of the goods, material or service is stated in the particular order, it shall also be understood that the price is net and includes postage, packaging and expenses.
Unless otherwise agreed between the parties, the price excludes VAT but includes all other taxes, duties and other charges and costs (including but not limited to packaging, inspection, testing, certification, transport, loading, unloading and insurance).
4. **DELIVERY DEADLINE — BREACH OF CONTRACT - PENALTIES:** Delivery times must be stated in detail on the order. Failure to comply will result in the automatic application of late payment penalties consisting of 0.5% per day, up to a maximum limit of 10% of the total contract (20 days except as expressly stated in the order). In the event that the delivery deadlines are not met and the maximum permissible period of 20 days has elapsed, COSERMO may:
(a) terminate or cancel the contract; (b) replace the Supplier or appoint a third party to replace the Supplier at COSERMO's discretion, but at the Supplier's risk and expense, to fulfil those obligations of the Supplier that have not been fully or partially performed, or that do not comply with the order; (c) suspend payment of any amount due until full and proper fulfilment of the order; (d) claim damages from the Supplier.
5. **DOCUMENTATION:** Where applicable, deliveries shall be accompanied by the corresponding material certificates, manuals, safety data sheets and the CE of materials and equipment (requested in detail on the order). It is essential that they be delivered with the delivery note or invoice, or they will not be accepted. Certificates which cannot be traced with the corresponding order number, or otherwise with the delivery note, will not be taken into account. Specific conditions will be included in the formalisation of each order with regard to the documentation to be delivered depending on the type of contract.
6. **SUBCONTRACTING:** In the event that the Supplier wishes to subcontract a part of its order, it shall state this in the order, detailing at least the object and scope of the subcontracting, the name of the subcontractor, a detailed description of the work, supplies, services entrusted, the execution period, the equipment and materials to be used, the manufacturer, the place of manufacture and the date of supply.

The submission of a quote, the acknowledgement of an order, or the beginning of execution by the Supplier shall in all cases be understood as complete acceptance and tacit submission to these GCCP, with which the Supplier is obliged to comply.

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7. **BILLING:** Unless expressly indicated, only one invoice per order will be accepted, and it must reflect the order number and the corresponding delivery note. COSERMO reserves the right to reject invoices that are not in accordance with Spanish regulations. The supplier shall ensure customs export clearance, if applicable, using the appropriate tariff number in accordance with the applicable laws and regulations. The customs tariff number(s) must appear on the invoice(s) on the appropriate line(s).
8. **RECEPTION AND DELIVERY:** The reception of the order will be provisional until the end of the warranty period. The supplier undertakes to deliver the materials in accordance with the general standards, applicable regulations and in particular with regard to safety, occupational health and the environment. The products must, at all times, be manufactured and supplied under the code of good practice. The materials or equipment must be properly packaged and perfectly identified, showing the order number and the position to which they belong.

Prior to the dispatch of the materials, COSERMO may inspect the materials, as well as examine the production process, if applicable, at the Supplier's premises.

9. **GUARANTEES:** The delivery of the order shall always be deemed to be guaranteed by the supplier, and the products must be free from apparent or hidden defects in construction, operation or assembly for a minimum period of 24 months (unless expressly stated in the order) as of receipt by COSERMO or as of commissioning by the end customer, whichever falls later. The necessary remedy or repair resulting from the supplier's non-performance shall be exclusively at the supplier's expense, including all costs of removal, dismantling, assembly, relocation, customs, auxiliary means, insurance, transport, travel, accommodation and subsistence. The warranty for repaired or replaced items shall last at least 24 months from the date of reinstallation or passing of tests, if applicable.

The Supplier shall indemnify COSERMO and its respective directors, partners, successors, assignees and employees and exempt them from responsibility as regards all damages, actions, causes for action, claims, demands, fines, penalties, deficiencies, losses, liabilities (including settlements and judgements), costs and expenses (including interest, court costs and expenses of attorneys, accountants and other experts and professionals or other fees and expenses of litigation, arbitration or other proceedings) (i.e. "Losses") incurred or suffered as a result of a breach, inaccuracy or misrepresentation in the Supplier's warranties.

10. **FORCE MAJEURE.** Neither party shall be held liable for the non-performance of any obligations arising from the Order/Contract in cases where the performance thereof has been delayed or rendered impossible as a result of Force Majeure. If any Force Majeure situation should arise, the Supplier shall immediately inform COSERMO, in writing and in detail. If the Force Majeure situation persists for more than 30 days, COSERMO may terminate the contract without the Supplier being entitled to compensation. Force majeure shall be understood to mean an event or circumstance that substantially restricts or completely negates a Party's ability to fulfil its obligations under the following general conditions: war, interference by civil or military authorities, civil insurrection, local or national emergencies, blockades, seizures, riots, terrorism, earthquakes, floods, fires or nuclear explosions. A Force Majeure event does not include any event or circumstance: a) which is a reasonably foreseeable consequence of the negligence or wilful act of the Party claiming Force Majeure; b) which could have been avoided or mitigated by the exercise of due diligence by the Party claiming Force Majeure or any person engaged by that Party; or c) which arises from hardship to the party claiming Force Majeure.

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In the event of the occurrence of any Force Majeure, and if this prevents the supplier from performing all or part of its contractual obligations, or if this could reasonably affect the future performance of such obligations, the supplier shall (i) duly inform COSERMO of any such Force Majeure without delay, (ii) take all necessary measures and actions to mitigate the effects arising from that Force Majeure, including the intervention of third parties if reasonably possible, and (iii) inform COSERMO of any such measures or actions.

- 11. LIABILITY AND INSURANCE.** The delivery of the products and/or the provision of the services shall be carried out at the risk and expense of the Supplier, who shall consequently be liable for any damage and/or loss that may be incurred during transport, delivery and/or performance. For these purposes, the Supplier must accept the obligation to take out a civil liability insurance policy sufficient to cover these risks. If, as a result of the delivery of products and/or provision of services, damages and/or losses are caused to third parties who then claim compensation from the Company and/or the end customer, payment of the amounts owed to the Supplier for any purpose may be withheld up to the amount claimed, until such time as the liability of the Supplier is determined. In the event that the Order involves the transport of supplies, the Supplier shall take out insurance to cover the transport of the supplies. In the event that the Order involves the execution of works, the Supplier shall take out an all-risk construction insurance policy to cover the works. COSERMO may require certain minimum amounts and conditions for the different insurance policies that are needed, which must in any event be indicated in the order.
- 12. CONFIDENTIALITY.** The supplier shall be obliged to treat any information exchanged in the course of any business relationship with COSERMO with strict confidentiality and never disclose it or divulge it to third parties, unless expressly authorised to do so by COSERMO. This obligation of confidentiality shall persist after the termination of the business relationship, and any breach thereof shall incur the penalties stipulated and liability to compensate any damages caused to COSERMO, unless expressly stated otherwise.
- 13. INTELLECTUAL & INDUSTRIAL PROPERTY RIGHTS.** All intellectual property and industrial property rights acquired, contributed and/or generated between COSERMO and the supplier, by virtue of and in aid of the fulfilment of the order, shall in any event remain the property of the Party that has acquired, contributed and/or generated them.
- 14. DIVISIBILITY.** If any of the provisions contained in these General Terms and Conditions of Purchase are held to be invalid, illegal or unenforceable for any reason, this will not affect the enforceability of the remaining provisions.
- 15. CANCELLATION AND JURISDICTION.** The supplier declares to be aware of these General Conditions, admitting them without reservation for the sole purpose of accepting the order. COSERMO may cancel the order in the event that the supplier fails to comply with any of the particular or general clauses established, without this giving rise to any claim by the supplier, which must return the amounts paid plus interest and corresponding costs, and must compensate COSERMO for indirect or consequential damages. The supplier expressly waives its own jurisdiction and accepts that all matters and disputes arising from the request shall be dealt with according to Spanish law and submitted to the Courts of Gijón-Asturias, Spain.
- 16. TERMINATION.** Cosermo reserves the immediate right to terminate the Purchase Order or any part thereof at its sole convenience. In the event of such termination, the Supplier shall immediately stop all work hereunder, and shall cause any of its suppliers or subcontractors to cease such work. The Supplier shall receive a reasonable termination payment consisting of a percentage of the order price reflecting the percentage of the work satisfactorily completed prior to the notice of termination. The Supplier shall not be paid for any work performed after receipt of the notice of

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termination or for any costs incurred by the Supplier's suppliers or subcontractors which could reasonably have been avoided by the Supplier. In addition, the Supplier shall preserve and protect the material acquired or committed for the services, pending Cosermo's instructions. In no event shall the Supplier be entitled to loss or anticipated profits, loss of revenue, loss of opportunity or any punitive, indirect, special, incidental or consequential damages for termination or suspension. Unless otherwise agreed in this Agreement, the costs and expenses to be paid to Supplier under this Section shall be Supplier's sole and exclusive compensation if the Agreement is terminated for convenience.

ACCEPTED SUPPLIER

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