

## 1. OBJECT

These General Contracting Conditions (hereinafter "GCC") constitute the bases that govern every supply by any supplier (hereinafter "Supplier") of all types of goods, equipment and materials (hereinafter indistinctly "Goods" or " Supply"), either by purchase or rental, for Haizea Bilbao S.L. (hereinafter "Haizea").

Hereinafter, the Supplier and Haizea shall be referred to collectively as "Parties", and each of them individually as "Party".

It will be considered that the GCC have been duly communicated to the Supplier (i) from the moment the Supplier is informed of the web address where they are available (<https://haizeabilbao.com/>) or (ii) from the time the Supplier has received them physically or digitally in the course of the business relationship with Haizea.

## 2. CONTRACT DOCUMENTS AND PRIORITY

The Parties may formalize the agreement on the Supply (i) either through the signing of a contract (hereinafter "Contract") or (ii) either through the issuance by Haizea and the acceptance by the Supplier of a Purchase Order. References to the Contract and/or Purchase Order shall always include the reference to their respective annexes and, therefore, the Contract including its annexes and/or the Purchase Order including its annexes will be regulating the agreement between the Parties.

In the event that the Parties have formalized the agreement in accordance with section (ii) of the preceding clause, any reference to the "Contract" in these GCC shall be understood as replaced by "Purchase Order".

In the event of any discrepancy between two or more provisions of the contractual documents, the order of precedence of the documents shall be as follows:

- a. The terms and conditions established in the Contract, if any.
- b. The Purchase Order.
- c. These GCC.
- d. Any other annex to the Contract and/or the Purchase Order.

All of them hereinafter referred to as "Contract Documents".

In case of doubt about the interpretation of the content of the Contract Documents, the Supplier must request indications and instructions from Haizea and act accordingly.

All terms, conditions and/or specifications included in or attached to the Supplier's documentation that are not expressly mentioned in the Contract shall be considered null and void, and the same will apply to all correspondence related to them. For the avoidance of doubt, no divergent contractual terms or other communication issued by the Supplier in its written acceptance of the Contract shall form part of the contractual relationship or be binding on Haizea, unless expressly accepted and signed by Haizea's authorized representatives. The start of execution of the works by the Supplier or the possible payments made by Haizea shall not constitute, in any case, an approval or tacit acceptance of said divergent conditions.

### 3. SUPPLIER'S OBLIGATIONS

The obligations contained in this clause, together with any other agreed in the Contract, shall be mandatory not only for the Supplier but also for its own workers and subcontractors, so that the Supplier is liable to Haizea if such obligations are breached by the same.

#### 3.1. OBLIGATIONS REGARDING DELIVERY

The Goods shall be delivered on the dates and at the places specified in the Contract.

Upon written notice, Haizea may delay or modify both dates and locations and, unless expressly agreed otherwise, early delivery is not permitted.

The Supplier shall provide, at the time of delivery of the Goods, a properly completed delivery note (hereinafter "Delivery Note") indicating:

- a. The number of the Purchase Order.
- b. The amount.
- c. Haizea's reference.
- d. The line or position to which the delivery corresponds.
- e. The date.
- f. Observations and any other documentation referred to in the Contract (i.e. material tests, test records, quality control, etc.).

It is the responsibility of the Supplier to verify the references and quantities indicated in the Delivery Note, since, if this is not done at the time of delivery, inventory differences or documentation errors cannot be argued.

The delivery of all the required documentation is an essential requirement for the Supply to be considered completed.

Haizea is not obliged to accept any partial delivery, accepting or rejecting it at its sole discretion, without prejudice to being able to exercise any right recognized in its favor in the Contract, the GCC or the law in this regard.

If the Goods delivered by the Supplier exceed what was agreed, Haizea shall not be responsible for paying for the excess, and any excess retained by Haizea will be at the Supplier's risk. The Supplier shall collect promptly and at its own cost any Good supplied in excess or rejected, which shall be understood as not being made available to Haizea for all purposes.

#### 3.2. OBLIGATION OF CUSTODY OF MATERIALS AND REVIEW OF INFORMATION

The Supplier shall secure the materials delivered by Haizea against all risks of loss or damage, exempting Haizea from liability for the content of the information, data, drawings, specifications that it makes available to the Supplier in relation to the Contract (hereinafter "Materials").

All Materials transferred by Haizea shall remain the property of Haizea, even in the case of billing, therefore:

- a. The Materials assigned may not be passed on to third parties or used for purposes other than those indicated in the Contract.

- b. The Supplier undertakes to keep the Materials assigned in optimal conditions, just as they were supplied by Haizea.
- c. The Materials shall be stored, identified and managed separately, at no additional cost to Haizea for it.
- d. In the event of any decrease in value or loss of the Materials, except due to normal wear and tear, the replacement of the same shall be borne by and will be the responsibility of the Supplier.
- e. In the event of a disturbance in Haizea's ownership of the Materials, the Supplier shall carry out all actions that are necessary to protect Haizea's property rights, especially in the event of bankruptcy, declaration of insolvency proceedings or the like.

Haizea may demand the immediate return of the Materials, at the Supplier's expense, if the Supplier fails to comply with its obligations, regardless of the actions and rights that it legally holds.

The Supplier shall verify that all information provided by Haizea (hereinafter "Information") is up to date and correct, therefore:

- a. In case of errors or possible contradictions, the Supplier shall inform Haizea without delay and in writing, and request clarification on how to proceed.
- b. Errors or inaccuracies in any Information shall not affect the Supplier's liability in relation to the scope of its obligations.

### 3.3. PACKAGING OBLIGATIONS

The Supplier undertakes to send the Goods properly and carefully packed, taking into account the necessary protection for their transport, so that they arrive in optimal conditions and in the manner planned for transport to the Haizea plant, in accordance with the applicable law.

The packaging shall comply with all the requirements contained in the Contract, as well as guarantee protection against any loss or damage (dirt, humidity, etc.) during transport and/or storage.

If the packaging is defective, deficient or inadequate, the Supplier shall be fully responsible for the consequences of loss or damage arising both to the Goods and to any third party.

The Supplier shall send information that documents the loading process at the origin facilities to enable unloading at the destination facilities. In the event that information on how to proceed with the download is not sent, the Supplier shall also be responsible for any damage that occurs during the handling for the download.

If any of the Goods contain hazardous substances or require special precautions to be taken to ensure safe handling, transport, storage or use and for the protection of the environment, the Supplier shall provide, prior to delivery, specific details in writing about the nature of these substances and the precautions to be taken. Supplier shall ensure that appropriate instructions and warnings are clearly and prominently marked or securely affixed to the Goods and the containers in which they are packed prior to shipment. The Supplier shall present to the carrier commissioned by Haizea, if the transport should be carried out that way, all the information and data related to the dangerous Goods in accordance with the applicable legislation. If Haizea so informs the Supplier or if the Supplier becomes aware that multimodal transport is going to be used, the data and information mentioned shall be applicable to all modes of transport that are going to be used.

Each package shall include:

- a. The number of the Purchase Order.
- b. The place of delivery.
- c. A copy of the Supplier's Delivery Note, or a note that includes a detail of the goods delivered (description, quantity, code, etc.).
- d. Marked in accordance with the provisions of the Contract, Haizea's instructions and applicable law.
- e. All instructions, warnings, safety data and other data necessary for the use of the Goods.

Any return of packaging material that is required by the Contract shall be indicated on the Delivery Note to Haizea, and said packaging material shall be returned to the Supplier, at the Supplier's expense.

### 3.4. OBLIGATIONS OF ADMISSION OF CONTROLS AND APPLICABLE TESTS

Regardless of any controls that are customary for the supply of the Good covered by the Contract, the Supplier expressly admits the performance by Haizea of the controls indicated below:

- a. Those of a technical nature, aimed at determining at any time compliance with the technical specifications and qualities required based on the work entrusted.
- b. Those related to audits of (i) quality, (ii) Health and Safety, and (iii) environment.
- c. Those of delivery of reports on the progress in the work for the Supply, in the production and in the update of the planning.
- d. Those of a legal nature, aimed at verifying compliance by the Supplier with all applicable regulations in force, and specifically those related to (i) labor and Social Security and (ii) Health and Safety aspects.

Additionally, Haizea may request raw material certificates, and the Supplier shall provide them, as well as any certificate related to traceability or quality control. These certificates shall include the corresponding Purchase Order numbers.

If requested by Haizea, the Supplier shall provide samples of each of the materials to be used, and Haizea may return materials that fail to meet the quality standards specified in the Contract. These rejected items shall be returned to the Supplier, freight at its expense, for review and repair before being delivered back to Haizea.

The Supplier allows the entry of Haizea, or any of its authorized representatives, to the facilities where the Goods shall be manufactured, either by the Supplier or its subcontractors, from the date of placing the Purchase Order and until the date of delivery of the Goods at the Plant. Likewise, Haizea reserves the right to dispense with inspections at the place of origin, which in no case will imply that Haizea waives its right to inspect the Goods once at the Plant.

No control, inspection or test carried out by Haizea shall exempt the Supplier from its responsibility to comply with all its obligations under the Contract and legal, including those derived from the guarantees committed.

The Supplier shall submit a report on the detailed status of the Goods manufacturing, weekly, and the progress of the supply of the components, taking the Contract planning as a reference.

Prior to sending the Goods, the Supplier shall perform a Goods compliance test, the Factory Acceptance Test (hereinafter "FAT"). The content of this test shall be agreed between the Parties prior to the signing of the Contract. The Supplier shall not proceed with the shipment without the approval of the FAT results by Haizea.

The reception of the Goods occurs after the assembly and start-up of the same at the Haizea plant in compliance with the Contract, which constitutes the provisional reception or Site Acceptance Test (hereinafter "SAT").

Within the period determined by Haizea from the SAT, Haizea together with the Supplier shall carry out the Production Performance Test (hereinafter "PPT"), which consists of the necessary tests to verify that:

- a. The Goods function correctly, comply with the Contract and its Annexes, as well as with the performance standards and operating parameters required by Haizea in the Contract.
- b. If applicable, the training provided by the Supplier is sufficient for Haizea operators to be able to handle the Goods correctly.

The results of such tests shall be recorded in a report.

If the Goods satisfactorily comply with the PPT, Haizea shall issue the Final Acceptance Test (hereinafter "FAC") and the reception of the Goods shall then be understood to have been completed.

If the Goods do not comply with the PPT, Haizea shall inform the Supplier in this regard and the Supplier shall carry out, at its expense, within the period determined by Haizea, the necessary adjustments, repairs and replacements so that the Goods comply with the requirements of the PPT.

After the necessary adjustments, repairs and replacements have been made by the Supplier, Haizea shall carry out the PPT again and, if the results are satisfactory, issue the FAC.

In the event that, (i) after having made the necessary adjustments, repairs and/or replacements by the Supplier, the Goods still do not comply with the requirements of the PPT, or (ii) after the deadline established to bring carry out the necessary adjustments, repairs and/or replacements, these have not been completed, (notwithstanding any possible claim for damages, including consequential damages) Haizea shall be entitled to:

- a. Contract with a third party the execution or adjustments, repairs and replacements necessary to ensure that the Goods comply. In such case, the Supplier shall bear the expenses incurred by Haizea for this purpose.
- b. Reject the Goods in their entirety and require the Supplier to replace them within a reasonable period determined by Haizea.
- c. Reject the Goods in their entirety, terminating the Contract.

In any of the cases mentioned above, Haizea shall have the right to claim under the Performance Bond and/or the Warranty Bond agreed. The Supplier shall compensate all damages caused by its breach.

### 3.5. OBLIGATION TO REPAIR AND/OR REPLACE

In the event that Haizea detects any defect, malfunction or lack of coincidence between the Goods and the requirements agreed in the Contract, (i) before the delivery of the Goods during the applicable controls or tests in accordance with clause 3.4 [Obligation of admission of controls and applicable tests] or (ii) later, including the Warranty Period of clause 8.1 [Adequacy and quality guarantee], after Haizea's notification of the non-compliance, the Supplier shall be obliged to repair and/or replace the Goods, within the period reasonably set by Haizea, so that the breach is remedied.

The Supplier shall, at its cost, make its best efforts to avoid any negative impact on Haizea's production process derived from the repair and/or replacement work. Specifically, the Supplier undertakes to provide replacements (of its property or of a third party) for the Goods that need to be repaired during the entire repair time. If the repair proves not to be possible or to be unnecessarily burdensome for Haizea, the replacement shall be permanent.

### 3.6. OBLIGATION TO TRAIN HAIZEA'S PERSONNEL

The Supplier undertakes to designate one or more duly qualified persons for the training and education of Haizea personnel in the use of the Goods (machinery, computer programs, etc.) during the period that Haizea reasonably determines.

If applicable, said training must be addressed not only to operators, but also to maintenance personnel and middle managers.

### 3.7. EMPLOYER'S OBLIGATIONS

The contractual relationship between the Parties is of a commercial nature, and there is in no case any employment relationship between Haizea and the Supplier's staff and, therefore, the Supplier undertakes to comply with the following obligations arising from and inherent to the role of employer:

- a. It shall direct and coordinate all the tasks and activities of its staff, exercising its corresponding organizational, management and disciplinary powers over it.
- b. It shall have, if necessary, its own administration premises, which in any case must be outside Haizea's facilities and the cost of which will be fully borne by the Supplier.
- c. Through the means provided by Haizea in accordance with clause 3.12 [Obligations related to the reception process], it shall carry out and be responsible for the attendance control of your employees in the Haizea facilities.
- d. It shall have its own middle management structure, in such a way that the work instructions are sent to its personnel through said managers of its business organization.
- e. It shall notify Haizea of the identity of the Team Leader (hereinafter "Team Leader") from among the operators selected to perform the work, and shall do so before the entry of the workers to the Haizea plant.
- f. To facilitate daily collaboration between Haizea's operators and those of the Supplier, and for a correct achievement of the obligations established in this Contract, Haizea shall notify the daily communications to the Team Leader, who shall liaise with the rest of his operators and with the Supplier itself.

- g. It shall be responsible for ensuring that his staff follows the general technical standards established for the entire factory by the coordinator of the specific production process in which the work is carried out, but always under the exclusive direction and supervision of the Team Leader.
- h. Manage and obtain, at its own expense, all licenses, permits, administrative authorizations and other requirements that may be necessary to achieve the Contract, including the requirements established by European and Spanish legislation regarding posted workers, in terms of subcontracting, accreditation of the necessary qualifications of the selected workers, and Health and Safety for the displaced personnel.

### 3.8. LABOR AND SOCIAL SECURITY OBLIGATIONS

The Supplier, as an employer, is responsible for all labor and Social Security obligations that affect its personnel, specifically and without limitation:

- a. Have the personnel assigned for the contracted activity integrated into its staff.
- b. Have said personnel registered with Social Security.
- c. Be up to date with the payment of the corresponding payroll's of the aforementioned operators.
- d. Comply with and make their employees comply with each and every one of the legal, tax, labor and Social Security provisions.

The Supplier shall certify to Haizea, if required, the fulfillment of all the aforementioned obligations, sending the required documentation to the following email: [rrhh@haizeawindgroup.com](mailto:rrhh@haizeawindgroup.com).

### 3.9. HEALTH AND SAFETY OBLIGATIONS

Prior to the entry of any operator in the Haizea facilities, the Supplier shall contact Haizea's EHS Department through the following email: [ehs@haizeawindgroup.com](mailto:ehs@haizeawindgroup.com).

Once in contact with the EHS Department, the Supplier will receive the instructions to follow in terms of Health and Safety, in order to guarantee the correct coordination of all the operators and other people who coincide in the factory at all times, whether they are its own workers, Haizea's or third parties.

The EHS Department will require the Supplier the following information to be able to register it on the online platform [www.6conecta.com](http://www.6conecta.com) (hereinafter "Platform"):

- a. Company name.
- b. VAT number.
- c. Address.
- d. Activity.
- e. Name and surname of the contact person.
- f. Email and contact phone.

After which, the Supplier will receive in his email the necessary credentials to access the Platform, from where the exchange, upload and download of the necessary documentation shall be carried out, as appropriate.

Through the Platform, Haizea shall inform the Supplier of:

- a. The existing risks in the Plant.
- b. The corresponding protection and prevention measures.
- c. The applicable emergency measures.

The Supplier is responsible for informing its operators of each of these aspects and instructions provided by Haizea prior to their entry into the plant, after which it will be responsible for collecting the signatures of the acknowledgments of receipt from each operator, prior to entry of any of them in the Plant. Haizea may ask the Supplier for signed acknowledgments of receipt at any time.

The Supplier is also directly responsible for the scrupulous compliance by its operators with all Health and Safety regulations and instructions required by Haizea, which may include, without limitation:

- a. The Work Safety Plan (unavoidable requirement applicable when critical tasks or high-risk operations are carried out).
- b. In the event that Haizea requires the Supplier to carry out a specific occupational risk assessment for the task to be carried out, the Work Procedure that derives from it and that includes the corresponding risks and safety measures.
- c. The training courses that Haizea may organize, which shall be mandatory for operators that Haizea reasonably determines appropriate.
- d. Any other applicable documentation required by Haizea.
- e. The obligations derived from orders given by the client to Haizea.
- f. Current legislation.

and guarantees that no action or omission of its workers will endanger the safety and/or health of the rest of the people, whether they are its own workers, Haizea's or third parties.

The Supplier shall provide Haizea with:

- a. The Certificate of medical examination of the operators.
- b. The Certificate of training in Health and Safety.
- c. Any other documentation requested by Haizea through the Platform or by any other means.

All information or documentation required by Haizea from the Supplier:

- a. Shall be uploaded to the Platform at least 5 days before the start of the work.
- b. Shall have the validation and/or approval in writing of Haizea prior to the entry of any operator to the plant, otherwise, Haizea will deny access to the plant of the operator/s affected by said lack.

Regarding collaboration and coordination:

- a. Prior to the start of the works, the EHS Department and the Supplier shall meet in order to define the Coordination of Business Activities (CAE, *Coordinación de Actividades Empresariales*) based on the documentation shared on the Platform, in order to guarantee maximum security in the actions for the execution of works.

- b. The Supplier shall inform Haizea, without limitation, of any visit, requirement, sanction or similar carried out by the Labor Inspection or competent body in relation to the Supplier's Health and Safety prevention elements.
- c. The Supplier must collaborate in the security audits or inspections that Haizea wishes to carry out, providing the information requested in addition to access to its work centers and offices.

The Supplier guarantees that its employees have the appropriate training and experience to carry out their work safely, for which Haizea reserves the right to reject operators who, in its reasonable opinion, do not meet the required standards.

Regarding individual protection:

- a. The Supplier is responsible for supplying its operators with the appropriate and necessary Personal Protection Equipment (hereinafter "PPE") to carry out the required task with the maximum safety guarantees.
- b. Additionally, Haizea shall require the Supplier to provide its operators with the minimum PPE that Haizea requires for any entry into the plant and, in the same way, the Supplier is entirely responsible for its operators to correctly comply with said requirement at all times.

Regarding collective protection:

- a. The Supplier is responsible for supplying, installing, maintaining, replacing and finally removing as many collective protection elements as necessary.
- b. The collective protection elements shall be the most appropriate in each case, taking into account that they must (i) prevent risks for all workers, whether they are from the Supplier or Haizea, or third parties and (ii) safeguard the assets of Haizea and other parties.

About order and cleanliness:

- a. The Supplier undertakes that its workers keep the workplace clean and tidy at all times.
- b. Once the work of each day is finished, the assigned operators shall proceed immediately to remove the remaining materials and resources used in their tasks, leaving the area completely clean and clear.
- c. Additionally, if chemical or toxic products have been used (such as paints, solvents, fire protection materials, etc.), the assigned operators shall remove the waste produced, including the containers, and must use controlled landfills.

Regarding liability, non-compliance and sanctions in the event of an accident or infringement:

- a. Haizea shall be informed immediately of any labor accident related to the Supply, and in any case within 24 hours of its occurrence, and the Supplier shall submit an accident report.
- b. Eventual breaches by the Supplier in terms of Health and Safety will be reliably reported by Haizea to the Supplier or to the competent authority, if applicable.
- c. Haizea reserves the right not to allow entry to any Supplier operator, for a time or permanently, who commits any offense in terms of Health and Safety, regardless of other sanctions that may apply.
- d. When the Supplier is the cause, any sanction imposed on Haizea, including those imposed by the clients, shall be borne by the Supplier.

- e. The Supplier shall be responsible before the authorities, organizations and courts in relation to the correct application of the Health and Safety regulations, and, consequently, shall be directly responsible for the damages and losses arising from any accident that he or his staff suffer or cause, either to Haizea or to third parties, as a result of non-compliance with the Health and Safety regulations.

The expenses dedicated to Safety and Health are included in the agreed price.

The Supplier shall assume the cost derived from the delay in the Supply or any stoppage thereof, caused by non-compliance or late compliance with any Health and Safety requirement required by Haizea or legally.

### 3.10. ENVIRONMENT PROTECTION OBLIGATIONS

The Supplier, during the execution of the Contract, shall be obliged to know and comply with both the existing laws and provisions in force regarding the environment, whether they are municipal, regional, national or community, as well as the standards defined by Haizea.

The certification of an environmental management system, such as ISO 14001 or similar, shall be necessary, so that, in the event of not having it or if the Supplier fails to comply with the applicable legal or regulatory requirements, Haizea may exclude the Supplier.

Haizea shall not allow workers to access its facilities who do not have the necessary training in environmental matters, or who do not comply with the aforementioned regulations.

### 3.11. QUALITY MANAGEMENT OBLIGATIONS

The Supplier shall adhere to, comply with, and is responsible for the Supply to be carried out, in accordance with the procedures established in:

- a. Haizea's Quality Management System.
- b. The Quality Plan approved for the specific Project(s) for which the Supply is made.
- c. Any instructions given by Haizea's Quality Department.

and shall diligently submit the requested documentation to Haizea within the required deadlines to the following email: [quality@haizeawindgroup.com](mailto:quality@haizeawindgroup.com).

The Supplier shall have an implemented quality management system that works in accordance with the latest version of the standard, such as ISO 9001, and that is certified by an independent certification body. The certification shall be submitted to Haizea if requested, along with satisfactory proof of follow-up audits.

Any Supplier can request to see Haizea's supplier performance evaluation method, as indicated in ISO 9001, point 8.4.3 f).

The Supplier shall be in possession of a certificate of its production system in relation to the manufacture of the required materials, such as ISO 1090 or an equivalent certificate, which allows it to issue the corresponding declaration of conformity or CE marking, when applicable and required.

If Haizea so requests, the Supplier shall provide samples of each of the materials to be used in the Supply, and Haizea may return materials that do not comply with the quality standards specified in the Contract. These rejected items shall be returned to the Supplier, with postage at its expense, for review and repair before being delivered back to Haizea.

In the case of Suppliers directly designated by the Haizea client, it shall be their responsibility to ensure that they are certified by the client for the corresponding Supply. In case of lack of certification, any type of consequences derived from the client's rejection of the contracted Supply will be passed on from Haizea to the Supplier.

### 3.12. OBLIGATIONS RELATED TO THE RECEPTION PROCESS

The Supplier undertakes to collaborate in the reception process of the operators, for which it must send Haizea's HR Department ([rrhh@haizeawindgroup.com](mailto:rrhh@haizeawindgroup.com)), at least 5 working days in advance, the following documentation:

- a. Complete list of operators, which must include:
  - Name and surname.
  - ID number or passport.
  - Email address.
- b. Documentation accrediting registration in the Social Security of each of the workers.
- c. Depending on the work to be carried out, the relevant documentation relating to Health and Safety.

In the event of any variation in the date of entry of the operators or in the list of operators (both inclusions and exclusions), the Supplier shall notify this circumstance to the HR Department via email, as soon as possible and, in any case, before the entry of any new worker in Haizea's factory.

Access to Haizea facilities shall not be allowed to any operator whose identity has not been previously and duly notified.

Based on receipt of the aforementioned documentation, the HR Department will provide the Supplier with:

- a. Personal electronic cards for the clock-in and clock-out of each of the operators included in the list, as a means to carry out the pertinent monitoring of assistance and presence of the operators.
- b. The codes for the registration of production hours in the SAP system.
- c. The QR codes issued by the Bilbao Port Authority for access to the port and, therefore, to Haizea's factory.

### 3.13. OBLIGATIONS RELATING TO THE COMPLETION OF THE WORKS

Once the work on the plant has been completed, the Supplier undertakes to:

- a. Submit the documentation related to the Good or the works that may correspond.
- b. Return the electronic cards.
- c. In the event that, based on the Contract, Haizea had assigned PPE, return them together with the locker keys, which must be empty and clean.
- d. Deliver any other material made available to the operators for the achievement of the Contract.

The objects included in the previous section must be returned in reasonably correct conditions, according to the nature of each one.

In the event that the Supplier does not comply with the aforementioned obligations, Haizea reserves the right to withhold pending payments until the obligations are fully satisfied and/or to offset pending payments.

#### 4. WORK SCHEDULE

##### 4.1. DURATION OF THE CONTRACT

This Contract shall become enforceable on the date of its signing, or from the acceptance of the Purchase Order, and shall end once the Supplier has completed the Supply in a satisfactory manner, including any possible Warranty Period, in accordance with the terms and conditions contained in the Contract.

##### 4.2. MILESTONES

The Supplier shall comply with the execution dates and work milestones established in the Contract (hereinafter "Milestones").

In the event that the Parties adopt the Contract as a framework agreement, without preset quantities, objectives and Milestones, these will be defined by Haizea through the periodic issuance of delivery plans (hereinafter "Delivery Plans"), whose acceptance tacit will take place within a maximum period of 2 days from the receipt of the same by the Supplier, unless notification expressing its refusal within said period. Each Delivery Plan will be referenced to a Purchase Order.

All Milestones, partial and final, shall be met, and it is the Supplier's responsibility to:

- a. Ensure the progress of their work and the achievement of objectives.
- b. Inform Haizea in writing when a possible delay is detected, indicating the reason for it and the estimated date of compliance with the Milestone.
- c. Propose adequate corrective measures to solve the delay and for the planned reactivation. The corrective measures shall be formally discussed and accepted by Haizea before their application.

If applicable to the Milestone, the Supplier shall provide all the documentation related to it, including product, quality, safety and regulatory certifications. In case of non-compliance with this obligation, the Milestone shall not be understood as fulfilled and the Supplier shall not be able to invoice Haizea for the work carried out.

Haizea may delay or modify the Milestones by means of written notification to the Supplier, on the other hand, unless expressly accepted by Haizea, the anticipated execution of the Milestones by the Supplier shall not be allowed.

In the event of disturbance, interruption or suspension of the Milestones caused by a breach by the Supplier, the Supplier shall assume the consequences of such disturbance, interruption or temporary/definitive suspension of the Milestones without claiming any damages from Haizea and shall be liable to Haizea for any additional expenses in which it could have incurred.

The Supplier is obliged to carry out as many actions (including overtime, express delivery, etc.) as necessary to reduce the delay as much as possible, at no additional cost to Haizea. The additional costs shall in any case be borne by the Supplier.

Compliance with the Milestones is an essential contractual obligation, so failure to comply shall constitute a material violation of the Contract for which the conditions set forth in clause 4.3 [Penalties] shall apply, and Haizea may additionally choose to terminate the Contract.

### 4.3. PENALTIES

In the event of non-compliance with the Milestones by the Supplier, Haizea shall be entitled to demand compensation for delay equivalent to 1% of the Contract price for each day of delay, up to a maximum of 15% of the total Contract price (hereinafter "Penalty").

Failure to comply with each Milestone will lead to the direct application of cumulative Penalties.

The payment of the Penalty by the Supplier will not exclude the right of Haizea to exercise any legal actions and rights that correspond to it in accordance with the legal system to compensate the damages caused by the delay, and does not exempt the Supplier from its other contractual or legal obligations arising from the Contract.

If the maximum amount of Penalty for delay is reached, Haizea may choose to terminate the Contract, or part of it, with immediate effect and contract a third party to carry out the Supply or the pending works at Supplier's cost.

Haizea's acceptance of any delivery of Goods that has occurred late shall not exempt the application of the Penalty or the obligation to compensate for the damages caused, nor shall the notification of the Supplier of a delay or postponement.

In the event that a breach of the Supplier's obligations causes a delay for the client, and the latter attributes to Haizea the payment of compensatory amounts for said delay, the amounts shall be directly passed on by Haizea to the Supplier.

These Penalties will continue to apply, without the need for a new express agreement, in the event of changes to the Milestones due to Variations.

## 5. PRICE, INVOICING AND PAYMENT

### 5.1. PRICE

The price of the Contract will be determined according to the criteria and/or the price established in the Contract.

Prices will be indicated in euros (€).

The price of the Contract includes all the costs necessary for the execution by the Supplier of the object of the Contract, without limitation: materials (including concepts such as packaging, labeling, coils, boxes, consumables, etc.), devices (including cranes and other necessary tools), equipment (including software, hardware, tools, accessories, models, molds, spare parts, etc.), inspections (including tests, trials and other certificates specified in the Contract), human resources and labor (including execution, construction and assembly, wages, etc.), auxiliary means, insurance, documentation of all kinds, intellectual property, exchange rates and any other payment that generally covers everything necessary. For clarification purposes, the Supplier shall bear all transportation, maintenance, diet, housing and any other expenses caused or borne by its operators during the execution of the Contract, and shall not be passed on to Haizea in any case.

The indicated prices include all taxes, except VAT, which will be set separately on the invoice.

Modifications to the established prices, which are fixed and closed, and are not subject to revision, shall not be accepted, unless they have been expressly agreed upon in writing by Haizea.

## 5.2. INVOICING

The invoicing process will be as follows:

- a. If target invoicing is established for a fixed number of units:
  - Based on the terms agreed in the Contract, Haizea shall generate the corresponding Purchase Order.
  - All invoices issued by the Supplier shall be made against said Purchase Order.
  - Once each of the milestones established in the Contract has been reached, the Supplier shall issue a proforma invoice to Haizea for the amount agreed between the Parties for said milestone.
  - Once Haizea has verified compliance with the milestone and confirmed that the proforma invoice is indeed correct, the Supplier shall issue the final invoice.
- b. If invoicing is established for a certain number of monthly units for an indefinite period of time:
  - Once each of the milestones established in the Contract has been reached, the Supplier shall issue a proforma invoice to Haizea for the amount agreed between the Parties for said milestone.
  - Once Haizea has verified compliance with the milestone and confirmed that, indeed, the proforma invoice is correct, Haizea shall proceed to send the corresponding Purchase Order for that month.
  - The Supplier shall issue the final invoice referring to the Purchase Order number corresponding to that month.
- c. If hourly invoicing is established:
  - On a monthly basis, the Supplier shall issue a proforma invoice for the amount resulting from applying the unit prices agreed in the Contract for the number of hours actually worked by each operator.
  - For clarification purposes, the proforma invoice shall always be accompanied by the time sheets of the operators, therefore, the Supplier agrees to the obligation to sign in and comply with the measures to control the presence of its employees, since this information will be essential for to be able to approve the work reports on which the invoices depend and, therefore, Haizea reserves the right to reject the hours that correspond to the operator who does not clock or record the hours in the system.
  - Once Haizea has validated the timesheet and verified that the proforma invoice is indeed correct, Haizea shall proceed to send the corresponding monthly Purchase Order to the Supplier.
  - Finally, the Supplier shall issue the final invoice referring to the Purchase Order number corresponding to that month.

The acceptance of the Purchase Order shall take place when the Supplier expressly issues its agreement in this regard, or tacitly when the execution of the Contract begins. Said acceptance of the Purchase Order by the Supplier also indicates its full acceptance of these GCC.

If requested by Haizea, all deliveries made during a reasonable period of time must be grouped in a single invoice.

The information required on the invoice is as follows:

- a. Contract number, if any.
- b. Purchase Order number and date.
- c. Haizea's official data: name, VAT and address.
- d. Supplier's official data: name, VAT and address.
- e. Description of the concept.
- f. The corresponding VAT.
- g. Increases/discounts due to possible Penalties.
- h. Any other legal requirement.

Copies of invoices will be marked as duplicates.

Invoices shall be sent to the following email address: [invoices@haizeawindgroup.com](mailto:invoices@haizeawindgroup.com).

### 5.3. PAYMENT

The payment of the invoices shall be made on the 15th of each month (or the next business day when these fall on holidays) 60 days from the issuance of the correct invoice, plus its corresponding extension, by bank transfer to the current account owned from the Supplier.

Haizea reserves the right, where appropriate, to make said payments via confirming.

It shall be sufficient reason to reject an invoice:

- a. That the Goods do not meet the requirements indicated in the Contract.
- b. That the Supplier has not satisfactorily provided Haizea with the documentation of any kind necessary to complete the Milestone.
- c. That there is a lack or error in the information required in the invoice in accordance with clause 5.2 [Invoicing].
- d. That the date of the invoice is prior to that of its corresponding delivery note.
- e. The lack of correspondence with the applicable payment requirements according to current Spanish legislation.

In any of the cases mentioned, the invoice shall be rejected and it shall be necessary to issue a new and correct one by the Supplier. In the case of paragraphs (a) and (b) of the previous clause, if the Goods are defective, payment will be made once the defects have been remedied.

Haizea reserves the right to withhold any payment due to defects or failure to meet agreed requirements, and to deduct any damages caused by a delay in delivery from any payment due to Supplier. In the same sense, Haizea shall be authorized to compensate the amounts owed to the Supplier for any concept, with the concepts that the Supplier owes Haizea.

No payment by Haizea shall imply the tacit acceptance by Haizea that the Good is in accordance with the Contract.

Haizea shall comply with its obligations as long as there are no obstacles derived from national or international regulations on Foreign Trade or embargoes and/or other sanctions that prevent it.

## **6. ON TRANSFER OF TITLE AND RISK**

The delivery of the Goods shall be carried out in accordance with INCOTERM 2020 agreed between the Parties in the Contract, therefore, the risk, except for that included in the bank guarantees granted by the Supplier, shall be transferred from the Supplier to Haizea based on what is established in this regard in the INCOTERM 2020 itself by the Law and Commercial Practice Committee of the International Chamber of Commerce.

Regarding the transfer of the property title in the purchase contracts or contracts with purchase option:

- a. In the event that payment is prior to delivery of the Goods, ownership of the Goods shall be transferred from the Supplier to Haizea at the time the payment is made.
- b. However, in the event that delivery is prior to payment, ownership shall transfer from Supplier to Haizea at the time delivery is made.

Any element owned by the Supplier that is brought into Haizea's facilities shall be at the Supplier's own risk.

In this regard, the Supplier guarantees that it has sufficient title to the Goods subject to the Contract. The Supplier is informed that the Goods supplied, if purchased by Haizea, may be sold to a third party and guarantees that Haizea will be able to supply them with sufficient ownership title.

## **7. INSTRUCTION OF VARIATIONS**

The contracted Supply may be extended or modified by Haizea's instruction of a variation (hereinafter "Variation"), and the Supplier shall not reject any Variation requested by Haizea.

The Supplier, once the Variation has been instructed, shall provide Haizea, within a maximum period of 2 days, a detailed report of the way in which said Variation will increase or reduce the terms, the unit prices and/or any other information that Haizea may apply for.

Any alteration of the final price of the Contract derived from the instruction of a Variation shall be agreed based on the unit prices already agreed between the Parties in the Contract. For the sake of clarity, the prices previously agreed in the Contract shall not be subject to negotiation, being fixed with the signing of the Contract.

The Variations proposed by the Supplier shall only take effect if Haizea confirms them in writing and communicates its express instruction.

From the agreement and signature of the Variation, the Supplier shall proceed immediately according to the instructions. In no case shall the Supplier delay the start of the works and the application of the Variation due to aspects pending agreement.

## 8. GUARANTEE

### 8.1. ADEQUACY AND QUALITY GUARANTEE

The Goods shall:

- a. Adapt to the quantities, qualities, specifications, descriptions and other particularities included in the Contract.
- b. Comply with the samples, design criteria, drawings, descriptions, requirements and specifications that Haizea may provide to the Supplier, and any other information or instructions of which the Supplier is informed by Haizea.
- c. Be executed correctly and competently, complying with the highest industry standards, by qualified and experienced personnel, with adequate training.
- d. Be suitable for any form of intended use of which the Supplier is expressly or implicitly informed.
- e. Be free from any defect, encumbrance, influence or claim of ownership.
- f. Comply with all applicable national and international legislation, and/or that affects the obligations contracted under this Contract and its execution, especially, but not limited to, tax, social security, labor, health and safety, occupational risk prevention, and environmental regulation.
- g. Be new and first use.

The Supplier shall verify the conformity of the Goods through the corresponding inspections and tests, however, Haizea reserves the right (without implying any obligation) to inspect and test the Goods at any time, including during the manufacturing process, and the Supplier shall grant access to the local and facilities that Haiza can reasonably require for such inspection, clause 3.4 [Obligation of admission of controls and applicable tests].

Any inspection or test carried out by Haizea shall not exempt the Supplier from its responsibility to comply with its obligations, nor shall it exempt it from the obligations derived from the guarantees offered.

The Supplier shall be responsible for compliance with the Adequacy and Quality Guarantee, regardless of whether the Supply is carried out by itself or by a third party subcontracted by it.

The Warranty Period shall be 48 months from the correct completion of the Supply (hereinafter "Warranty Period"), that is, from the same date of issue of the FAC, and in case of detecting defects during the Warranty Period, the affected Goods shall have an extension in the Warranty Period of another 48 months, counted from the date of rectification.

The presumption of the existence of defects in the product shall be understood throughout the Warranty Period, unless proven otherwise. For evidentiary purposes, Haizea may use any means it deems appropriate.

Haizea shall be entitled to withhold all or part of any payment for as long as the Supplier has not remedied the defect in the Goods or, if the Parties have established alternative measures in writing, until such alternative measures have been complied with.

In the event that during the Warranty Period any defect or inadequacy of the Goods arises, Haizea reserves the right to:

- a. Require the Supplier, if possible, to repair and/or replace the Goods within the period reasonably set by Haizea, assuming all related expenses.
- b. In the event that the period to carry out the correction is greater than that established by Haizea, or if it is not possible for the Supplier to carry it out, contract the repair or replacement with a third party, the cost of which will be borne by the Supplier. The guarantees offered in favor of Haizea by the Supplier will remain in full force despite the fact that the rectification work has been carried out by third parties.

without prejudice to Haizea's right to claim compensation for losses, expenses and damages suffered and any other action that may correspond to it in accordance with the legal system.

The rights and actions of Haizea derived from the Contract shall be understood without prejudice to the right of Haizea to file legal actions and exercise the rights that correspond to it in accordance with the legal system.

The Supplier declares that it accepts any claim by Haizea within the Warranty Period as being made within the term.

All declarations and guarantees given by the Supplier in its brochures, catalogs and quality systems are binding.

## 8.2. PERFORMANCE BOND

The Supplier must keep in force, from the signing of the Contract until the issuance by Haizea of the FAC, a Performance Bond at first request issued by a financial entity of recognized prestige in the terms established in the Contract for the amount established in the Contract.

In the event that, for any reason, the estimated expiration date of the Contract is extended, the Supplier must make sure to renew the contracted Performance Bond so that it continues to cover the total term from the signing of the Contract until the approval of the FAC.

If the Supplier does not renew or extend the Performance Bond as required by this clause, then Haizea shall be entitled to withdraw and hold as security any of the Supplier's liabilities under this Contract, pending such renewal or extension, the full amount then available under the Performance Bond.

## 8.3. WARRANTY BOND

Supplier shall deliver to Haizea, prior to and as a condition of Haizea's issuance of the FAC, and shall remain in effect from Haizea's issuance of the FAC until the expiration of the defined Warranty Period or until all reported defects are rectified during said guarantee, whichever occurs later, a Warranty Bond at first request issued by a financial entity of recognized prestige in the terms established in the Contract, for an amount equivalent to 15% of the Price.

In the event that, for any reason, the estimated expiration date of the Contract is extended, the Supplier must make sure to renew the contracted Warranty Bond so that it continues to cover the total term from the approval of the FAC and until the end of the Warranty Period, including its extensions.

If Supplier fails to renew or extend the Security Bond as required by this clause, then Haizea shall be entitled to withdraw and hold as security any of Supplier's liabilities under this Contract, pending such renewal or extension, the full amount then available under the Warranty Bond.

## 9. SUPPLIER'S RESPONSIBILITY

### 9.1. INDEMNITY

The Supplier shall be liable for the damages that may occur to Haizea, its clients or third parties, derived from non-compliance or defective performance of the Contract, under the terms of the Civil Code, as well as the fault or negligence that the Supplier may incur, as well as its workers, or subcontractors if any, by virtue of the provisions of the same legal body.

The Supplier undertakes to hold harmless and exempt Haizea, and any company in its Group, from liability of any kind that may arise in relation to the Supplier's workers employed in the Supply, whether they are compensation, subrogation, salary or of any other nature.

By virtue of the foregoing, and in the event that in the social order any type of responsibility is imputed to Haizea, or to any of the companies of its Group, whether direct, joint or subsidiary, with respect to the Supplier's operators, this recognizes the right of Haizea to pass on to the Supplier the amounts that it was obliged to pay to comply with these responsibilities in the following terms:

- a. The right of repetition shall include any amount that Haizea must pay to the Supplier's workers as a result of a judicial or administrative resolution, such as wages, social security, compensation, Labor Inspection fines, surcharges for benefits, and any other similar nature.
- b. The amounts that Haizea pays as compensation for dismissal will also be included, in the event of a judicial declaration of the existence of illegal transfer of workers, if they choose to join the Haizea workforce, and Haizea chooses to terminate the aforementioned employment contracts.
- c. The right of repetition will also include the expenses incurred by Haizea as a result of the lawsuits or judicial or extrajudicial files related to the operators affected by the Contract.

The Supplier shall in turn hold harmless Haizea, and any company in its Group, from all claims, damages, losses and expenses (without limitation, including legal fees and expenses) with respect to:

- a. Bodily injury, illness, disease or death of any person.
- b. Damage or loss of any property, real or personal.
- c. Any sanction, fine, claim, demand or action against Haizea, especially in relation to liability for defective products derived from the Goods.

caused by the non-compliance, defective execution and/or delay in the fulfillment of its obligations by the Supplier.

Haizea reserves the right to participate in the defense against these claims or actions or, if it wishes, to assume the defense alone using its own lawyers, whose fees will be borne by the Supplier.

The possible limitations to liability agreed in the Contract shall not apply in the event of gross negligence, intent or fraud on the part of the Supplier.

Likewise, if Haizea must adopt measures to prevent any risk, the Supplier shall be responsible for the expenses incurred by Haizea to prevent said risk.

## 9.2. INSURANCE

The Supplier shall contract, maintain in force (for the entire duration of the Contract, including any Warranty Period), and pay the premiums of the following insurance described:

- a. Hull and Machinery Insurance, including liability for collision, covering all maritime units and ships, own or third parties, used by the Supplier in relation to the Supply.
- b. P&I (Protection and Indemnity) that includes the liability for shipwreck and debris and for oil pollution with respect to all ships, vessels or floating equipment that the Supplier owns, leases or contracts in connection with the Supply.
- c. Forwarder Civil Liability Insurance that covers Civil Liability against Haizea merchandise for the total replacement value of the Goods and Civil Liability for errors and omissions.
- d. Automobile insurance (or any other similar insurance that may be required by any applicable law) in accordance with applicable legislation that covers any car if it is used during the Supply.
- e. Material Damage Insurance that must provide insurance coverage to the equipment assigned by Haizea for a value not less than the total replacement value. The insurance will be effective while it is transferred for the Supply to be made and until it is no longer necessary.
- f. General Operating Civil Liability insurance that includes product civil liability and post-work civil liability, with a limit of not less than €5,000,000 (or its equivalent in the local currency of the entity contracting the insurance), in addition must have Employer Civil Liability coverage that covers the people contracted by the Supplier in relation to the Supply, with a limit of not less than €2,500,000 (or its equivalent in the local currency of the entity contracting the insurance) in accordance with employers' liability requirements, if required by law.
- g. Professional Civil Liability insurance that covers losses caused by any act, omission, erroneous advice, specification or omission as a result of work performed for a limit of not less than €5,000,000 (or its equivalent in the local currency of the entity contracting the insurance).

The Supplier must present to Haizea, when requested, the certificate of the insurance policy and the receipt of the payment of the corresponding premium.

Without prejudice to its responsibilities under the Contract, and without any limitation in this regard, the Supplier undertakes to contract the applicable insurance policies in accordance with the legal system, with companies of recognized prestige and economic solvency, for an amount sufficient to cover the risks associated with the execution of the Contract.

## 10. ETHICAL COMMITMENT

Haizea is firmly committed to respecting human and worker rights, equality and caring for the environment, and through the approval of its General Code of Ethics and Conduct (<https://haizeabilbao.com/wp-content/uploads/2022/02/COMPLIANCE-HW.-Codigo-General-Etico-y-de-Conducta-13.07.2020-1.pdf>), the company implements an ethical commitment system based on serious, professional and honest behavior, in accordance with the principles of good governance, contractual good faith and full respect for the law. The Supplier undertakes to scrupulously comply with the obligations contained in said document.

## 11. CONFIDENTIALITY

Confidential information (hereinafter "Confidential Information") shall be considered to be all documentation and information (whether economic, accounting, financial, legal, technical, commercial, strategic or of any other type) that has commercial value and that has been provided by Haizea in any form (oral, written or in any other medium) and at any time, either before or after the signing of this Contract, or by any natural or legal person acting on its name or on its behalf, to the Supplier, or any natural or legal person acting on their behalf or on their behalf. Likewise, any analysis, compilation, study, report, note, memorandum, summary, extract or documentation of any kind prepared by any of the Parties individually or by both Parties jointly based on the Confidential Information revealed by Haizea is considered Confidential Information.

In particular, by content, Confidential Information shall be considered in any case, without limitation, that referring to:

- a. Concepts, plans, projects or ideas related to Haizea's strategic planning.
- b. Commercial aspects (particularly relating to customers, suppliers and supply and sale prices), production and management, financial, purchasing, research, analysis and management methodologies and tools, as well as ideas, concepts, processes, works, drawings, *know-how*, projects, techniques and *software programs*.
- c. Information related to research and development plans, offers, present or future plans for products, services, commercial projects or corporate operations of all kinds, marketing, work plans, budgets, licenses and agreements of all kinds (and especially distribution, supply, machinery, manufacturing and similar), prices, costs, suppliers and customers.
- d. Any reference to disputes or litigation with third parties.
- e. Any information related to methods of organization of personnel or production, remuneration systems and salary scales, as well as any information related to methods of analyzing the performance, operational and economic efficiency of personnel or production (including the results of said analysis).
- f. The mere fact that the Contract is under analysis between the Parties, as well as its content and existence.

The following shall not be considered Confidential Information:

- a. That which is public or generally known in the market or industry prior to the signing of this Contract or that becomes so after the signing of this Contract, unless it acquires this character due to a breach of a duty legal or contractual and, in particular, due to the breach of this Contract by the Supplier.
- b. The information that the Supplier had before Haizea provided it.
- c. The information that has been known or obtained independently by the Supplier, provided that this fact is disclosed to Haizea.
- d. That information that is received or obtained through third parties not subject to restrictions regarding it, as long as this does not imply a breach of a legal or contractual obligation and, in particular, a breach of this Contract.

The Supplier shall keep the Confidential Information received from Haizea as confidential. For such purposes, it will treat and keep the Confidential Information received as secret at all times and will not communicate it directly or indirectly, orally or in writing, or in any other way or means, to any person who is not part of its staff without the prior express written approval of Haizea, unless such communication or disclosure is expressly permitted in accordance with the terms of the Contract.

The Supplier shall limit the number of staff members with access to Confidential Information to the essential minimum, in such a way that only those staff members who actively and directly participate in the Contract have access to it, and only with respect to those aspects that need to know to carry out their work (*need-to-know basis*).

Supplier shall ensure that each member of its staff with access to Confidential Information complies with these terms. For such purposes, it shall ensure that your staff members with access to Confidential Information are aware of the content of this clause, and that they are bound by it. The Supplier shall be responsible for any violation of this clause caused by one or more members of its staff.

The Supplier shall refrain from using the Confidential Information for any other purpose other than Supply. In particular, by way of example and without limitation, the Supplier shall not use the Confidential Information for competitive or commercial purposes, or for the study of any other project.

The Supplier shall refrain from contacting, directly or indirectly, any of Haizea's partners, shareholders, clients or suppliers in relation to the Contract or the Supply, or in a manner that may negatively affect Haizea.

The Supplier shall refrain from making, allowing, requesting from third parties or collaborating with third parties in the announcement or disclosure by any means of the possible interest of Haizea in the Goods, as well as the existence of any meeting, negotiation, conversation or agreement (including this) between both Parties, without the prior written consent of Haizea.

The Supplier shall be exempt from complying with the aforementioned obligations in this clause only in the following cases:

- a. The Supplier shall share the Confidential Information received from Haizea with the external advisors that assist it (hereinafter "Advisors"), whether natural or legal persons. Provided that the Advisors are already obliged to keep confidentiality by reason of the applicable regulations, their professional status or through a contract in terms equivalent to those included in this clause, and the Supplier will be responsible for the Advisors being aware of the content of this clause and that they accept its terms in writing. The Supplier shall be responsible for any violation of this clause caused by one or more of its Advisors.
- b. It shall not be considered a breach by the Supplier of this clause the disclosure of Confidential Information if such was consequence or by virtue of an imperative legal mandate or judicial or administrative resolution. In particular, the disclosures that must be produced to comply with the provisions of the legislation on fiscal, tax, stock market and antitrust matters shall not be considered breaches of this clause. In any case, the disclosures provided for herein shall be communicated to Haizea prior to their disclosure, so that Haizea can seek the appropriate means to prevent or moderate it, and shall be limited to the required Confidential Information. The obligation to communicate to Haizea assumed by the Supplier by virtue of this clause shall be understood without prejudice to the right that Haizea has to later reveal the Confidential Information required to comply with the legal mandate or the mandatory judicial or administrative resolution in question.

The Contract shall have the duration stated in the Contract, without prejudice to the legal assumptions of termination or early resolution. However, the obligations contained therein shall continue for an additional period of 2 years after termination or resolution.

Upon termination of this Contract for any reason, Supplier shall destroy or return to Haizea, as instructed by Haizea, all Confidential Information received within 14 days.

The Supplier shall only have the right to maintain:

- a. Copy of any Confidential Information that is required to retain by legal mandate.
- b. Electronic copies generated due to file systems or *backups*.

## 12. PERSONAL DATA PROTECTION

In case of access by the Supplier to personal data of natural persons related to Haizea, the Supplier undertakes to comply with Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights; Royal Decree 1720/2007, of December 21, which approves the Regulations for the development of Organic Law 15/1999, of December 13, on the Protection of Personal Data; Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the Protection of Natural Persons with regard to the Processing of Personal Data and the Free Circulation of these data and by which repeals Directive 95/46/EC; and other applicable regulations.

The Supplier acknowledges and agrees that it acts as a controller in its own right in relation to its processing of personal data in connection with the Contract.

The Supplier shall be responsible for: (i) providing all the necessary notifications to the interested parties, including its employees, agents and representatives, to the extent that it is necessary to communicate or process the personal data in connection with the Contract; and (ii) ensure that there is a legitimate reason for processing such personal data under applicable laws regarding data protection and privacy.

The Supplier expressly states that the personal data of the natural persons signing the Contract, in the name and on behalf of the corresponding legal entities, shall be incorporated into the respective Haizea supplier files, and their use will be limited to the execution and fulfillment of the Contract.

The natural person/s whose personal data is under the management of Haizea's data controller may exercise their rights of access, rectification, deletion, opposition, limitation of processing, etc. sending an email: [protecciondedatos@haizeawindgroup.com](mailto:protecciondedatos@haizeawindgroup.com).

The natural person/s whose personal data is under the management of the Supplier's data controller, may exercise their rights of access, rectification, deletion, opposition, limitation of processing, etc., by means of a comprehensive written request and accompanied of ID, sent to the Supplier's address.

## 13. INDUSTRIAL PROPERTY RIGHTS AND RIGHTS OF USE

The Supplier declares and guarantees that all projects, drawings, calculations, specifications, reports, information, studies, data, research projects, technology, apparatus or equipment, parts, materials and any other materials, products or procedures that it or its subcontractors provided to Haizea or that they themselves use for the execution of the Contract are their property or, failing that, are in possession of the necessary licenses or authorizations from their owners and that they do not infringe any patent, copyright, trademark, *know-how* or any other intellectual and industrial property right in Spain or in another country.

The Supplier shall at all times maintain the confidentiality of the following, in accordance with clause 11 [Confidentiality]: that all technologies, processes, methods, formulas, designs, specifications, patents, trademarks, trade marks shall be the exclusive property of Haizea service, copyright, design rights, inventions, trade secrets, know-how, information related to intellectual and industrial property, and any other information (including, without limitation, any improvement or alteration, and any resulting work) (hereinafter "IPR"), whether delivered by Haizea to the Supplier to enable it to perform the Contract or developed by the Supplier under the Contract.

The Supplier shall expressly transfer to Haizea all rights of use related to the work developed under the Contract. Any IPR transferable in the future shall correspond to Haizea at the time of its creation.

The Supplier guarantees that it shall not use the IPR for any purpose other than (i) the strict performance of the Contract or (ii) to supply Goods to third parties, without the prior written consent of Haizea and that, in case of using IPR of In this way, said supply shall be considered objectively contrary to the requirements of good commercial practices, an improper use of external effort and a flagrant violation of industrial and business secrets, all without prejudice to the other actions that Haizea may undertake in accordance with according to the law.

In the event that third party rights are infringed, Supplier shall obtain any necessary licenses or approvals at Supplier's expense so that Haizea will lawfully use the infringing equipment, material or process, or shall replace or modify such infringing equipment, material or process so that cease to constitute an offence. Supplier shall indemnify and hold Haizea harmless from any and all liability related to damages, expenses, losses or other financial obligations or claims brought by any person arising directly or indirectly from Supplier's alleged infringement of patents, trademarks, copyrights or other IPR belonging to third parties.

Supplier grants Haizea, under all IPR and other applicable rights, the following non-exclusive, transferable, worldwide, perpetual rights:

- a. Use the Goods and any *software* comprising or included in the Goods (hereinafter "Software"), including related documentation, to integrate them into other products and distribute them throughout the world;
- b. Use or permit others to use the Software and its associated documentation in connection with installing, launching, testing, and operating the Software;
- c. License the right of use to affiliates, other distributors and end customers of Haizea;
- d. Use the Software for integration into other products and copy the Software, or allow affiliates or other distributors to use and copy the Software;
- e. Distribute, sell, rent, lease, prepare for downloading or otherwise make the Software available to the public, for example, in the context of the Provision of Application Services or in other contexts, and copy the Software to the extent necessary, provided that the number of licenses in use at any given time does not exceed the number of licenses purchased;
- f. Sublicense the right of use to affiliates and other distributors.

In addition to the rights granted in this clause, Haizea, affiliates and other distributors are authorized to allow end customers to transfer Software licenses.

All sublicenses granted by Haizea shall contain adequate protection of Supplier's IPR rights in the Software, in any case, shall contain the contractual provisions used by Haizea to protect its own IPR rights.

The Supplier shall inform Haizea, at the latest at the time of signing the Contract, if the Goods to be delivered contain Open Source Software.

In the context of this provision, "Open Source Software" means any Software that is provided free of charge by the respective licensor to any user on the basis of a license or other agreement with the right to modify and/or distribute such Software. By way of example and without limitation, they include the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License, or the MIT License.

In the event that the Goods supplied by the Supplier contain Open Source Software, the Supplier shall deliver to Haizea, at the latest at the time of signing the Contract, the following:

- a. The source code of the relevant Open Source Software, to the extent that the applicable open source terms require the disclosure of such source code.
- b. A list of all open source files used, indicating the corresponding license and including a copy of the full text of said license.
- c. A written statement that, through the intended use of the Open Source Software, neither the Supplier's products nor the Haizea Goods will be subject to *copyleft effect*.

In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that some of Supplier's Goods, as well as any products derived from them, shall only be distributed in accordance with the terms of the license of open source, for example, only if the source code is disclosed.

In the event that the Supplier does not indicate until after the signing of the Contract that its Goods contain open source software, without prejudice to Haizea's right to exercise whatever actions and rights correspond to it according to the legal system, Haizea may terminate the Contract in a period of 15 days from the notification or knowledge of said information at no cost, and you will be entitled to a full refund of the advances paid.

#### **14. FOREIGN TRADE REGULATIONS**

Haizea shall comply with its obligations as long as there are no obstacles derived from national or international regulations on foreign trade (hereinafter "Foreign Trade Regulations") or embargoes and/or other sanctions that prevent it.

The Foreign Trade Regulations regarding export control, customs and foreign trade shall be mandatory for the Supplier.

The Supplier shall notify Haizea in writing within 7 days from receipt of the Purchase Order and in case of any change in the order without justified delay, all the information and data required by Haizea to comply with all the Foreign Trade Regulations.

#### **15. FORCE MAJEURE**

The term "Force Majeure" refers to an exceptional event or circumstance that:

- a. It is outside the control of the affected Party.
- b. It could not be reasonably foreseen on the date of signing the Contract.
- c. It could not reasonably be avoided or overcome.

- d. It is not attributable to the other Party.

Provided the above conditions are met, Force Majeure may include, without limitation:

- a. War or hostilities (declared or not), invasion, acts of foreign enemies.
- b. Rebellion, terrorism, revolution, insurrection, military coup or usurpation, or civil war.
- c. Riots, commotions, riots, national strikes or lockouts by persons other than the Supplier's personnel, its suppliers and/or its subcontractors.
- d. Ammunition of war, explosive materials, fires, explosions, ionizing radiation or contamination by radioactivity, unless they are attributable to the use by the Supplier of said ammunition, explosives, radiation or radioactivity.
- e. Natural disasters, including earthquakes, hurricanes, typhoons, or volcanic activity.
- f. Air or maritime disasters.
- g. Pandemic declared by a government authority.

The events or circumstances that will not constitute Force Majeure with respect to the Supplier shall be:

- a. The delay in the delivery to the Supplier of machinery, equipment, spare parts or consumables, unless it is due to an act or omission of Haizea.
- b. Delay in performance by any Supplier's sub-supplier, subcontractor or any other third party.
- c. Normal wear and tear and random defects or failures of materials and equipment.
- d. Unavailability of funds.
- e. Insolvency.
- f. Adverse weather conditions.
- g. Strikes or labor disturbances of the Supplier's personnel.
- h. Non-compliance with the execution of the works caused by negligent or intentional acts, errors or omissions of the Supplier or breach of the Contract.
- i. COVID-19 and/or its derivatives.

If a Party is or will be prevented from fulfilling any of its obligations under the Contract due to Force Majeure, it shall notify the other Party within 24 hours of its occurrence, indicating:

- a. The nature of the event.
- b. The start date.
- c. The obligations that the affected Party is or will be prevented from fulfilling.
- d. The expected duration of the event.

Each Party shall at all times use reasonable efforts to mitigate any delay resulting from Force Majeure, and the affected Party shall promptly notify the other Party when it is no longer affected by Force Majeure.

The affected Party shall be released from the fulfillment of the obligations derived from the Contract while said event of Force Majeure prevents it from fulfilling them. The Supplier 's liability exemption shall generally be limited to an extension of the Supply execution period, to the extent that it is due to an event of Force Majeure.

The costs and expenses that the Supplier may incur due to an event of Force Majeure shall be paid by the Supplier, and neither Party may claim from the other the penalties, interests or damages due to the Force Majeure.

The rights and obligations established in the Contract shall be resumed by mutual agreement as soon as the cause of Force Majeure disappears.

Haizea shall be authorized to terminate the Contract due to Force Majeure if the incident lasts more than 15 days in total.

## **16. SUBCONTRACTING**

The Supplier shall only contract with third parties the performance of any obligations set forth in the Contract, provided that it has the previous consent of Haizea, expressly and in writing.

In order to obtain said consent, the Supplier shall provide Haizea with:

- a. Identification information of the subcontractor.
- b. Detailed description of the subcontracted works.
- c. Subcontractor's acknowledgment that there is no link between it and Haizea.

In case of authorization by Haizea, the Supplier shall continue to be fully and directly responsible before Haizea for the total execution of the Supply object of the Contract, including the part thereof that has been subcontracted.

Likewise, the Supplier shall respond to Haizea and will be responsible for the acts, omissions and obligations of the subcontractor in relation to the execution of the Contract, including all legal and contractual obligations related to compliance (i) with labor and Social Security regulations, (ii) Health and Safety and (iii) other applicable regulations, without prejudice to the claims that Haizea could assert against the subcontractor.

In this sense, the Supplier undertakes to demand from the subcontractor sufficient documentary evidence regarding compliance with all the aforementioned obligations, expressly assuming the obligation of monitoring the company that has subcontracted, and shall do so in the same terms as those required by Haizea in under this Contract. The aforementioned documentation shall be transferred to Haizea immediately after its formal request to the Supplier.

In the event of a breach by a subcontractor, Haizea shall be entitled to withhold all payments that may correspond to the Supplier for any reason as a guarantee, for compensation of any damages that may arise from the aforementioned breach.

## **17. ASSIGNMENT OF CONTRACT**

Neither Party shall assign or transfer the Contract, in whole or in part, or the rights or obligations derived from it, to third parties, unless otherwise agreed in advance and in writing.

In any case, the assignment shall mean that the assignor and assignee will be jointly and severally liable to the other Party for any concept related to this Contract.

## 18. MISCELLANY

### 18.1. INTERPRETATION

The singular includes the plural and vice versa, and any reference to an individual or person includes, where the context permits, a reference to their corporation, company, partnership, joint venture, association, authority, trust, State or government.

Reference to any Party in this or any other Contract Document includes reference to the administrators, agents, substitutes, successors and assigns of said Party.

A reference to any gender includes all genders.

The terms "including" and "includes" will be implicitly followed by the words "without limitation".

Clause headings are included for ease of reference only and are not intended to form part of or affect the meaning or interpretation of any of the terms and conditions contained herein.

Any reference to a clause or annex refers to a clause or annex of the GCC or, failing that, of the Contract Documents.

### 18.2. VALID INTERLOCUTORS

The Supplier recognizes the legal representatives of Haizea as the only valid interlocutors (hereinafter "Valid Interlocutors") for the purposes of the Contract.

### 18.3. OMISSION

In the event that any aspect of the contract is not included in these GCC, the corresponding Spanish legal provisions shall be applied in a supplementary manner.

### 18.4. PARTIAL NULLITY

If any provision in the Contract Documents is considered invalid or unenforceable, totally or partially, by a competent authority, the provision in question shall be interpreted to the extent necessary to eliminate its invalidity or unenforceability, and the validity of the other provisions shall not be affected. affected.

### 18.5. VALIDITY

Any reference to any law, legislative provision or regulatory body includes any modification, reinstatement or substitution, and any legal or regulatory instrument issued under such legislation, legislative provision or regulatory body from time to time.

### 18.6. AMENDMENTS

Haizea reserves the right to update the GCC, any other modification proposed by the Supplier will require the written and signed consent of the Valid Interlocutors of both Parties to be effective.

## 18.7. RECOGNITION

The Supplier confirms that it signs the Contract based on a reasonable examination of the data related to the work to be carried out provided by Haizea and its own *know-how* at the date of the Contract, and acknowledges that claiming ignorance of said data and available information does not exempt him from its responsibility to properly estimate the difficulty of the work, the delivery times or the cost of their execution.

## 19. TERMINATION

The Contract shall terminate automatically with the expiration of the term established therein or by the end of the Supply.

Haizea may terminate the Contract in the event of any of the following breaches, provided that the breach has not been remedied (if such rectification is possible or applicable based on the breach), within 5 business days following the sending of the notification of breach to the Supplier:

- a. Non-compliance of the Goods with the requirements and technical characteristics contained in the Contract.
- b. The delay in meeting the Milestones and/or any remediation period or, even if the delay has not occurred, when Haizea reasonably estimates that the Supplier will not meet the established Milestones given the rate of progress demonstrated.
- c. Abandonment of work by the Supplier for a period of more than 2 days.
- d. Denial or opposition to Haizea's supervision and control.
- e. False, incomplete presentation or non-presentation of the documentation required by Haizea.
- f. By assignment, subcontracting or other transmission of all or part of its contractual obligations without prior written authorization from Haizea.
- g. The existence of 3 or more minor breaches or any serious breach by the Supplier of PRL obligations, according to Haizea's reasonable criteria.
- h. Breach of clauses 11 [Confidentiality], 12 [Protection of Personal Data] and 13 [Industrial Property Rights and Rights of Use].
- i. Failure to comply with any other obligation of the Supplier provided for in the Contract Documents.
- j. Technical inability to carry out the object of the Contract for reasons not attributable to Haizea.
- k. Cause of Force Majeure that prevents the execution of the Supply for a period of more than 2 months.
- l. Insolvency or, in general, without limitation:
  - Supplier's inability to pay its debts when due.
  - Liquidation or embargo processes.
  - Cessation, or threat of cessation, of the Supplier of its commercial activities.
  - Limitation of the Supplier's legal capacity to manage or make its assets available for any reason.

- Variation in the Supplier's financial situation that may lead Haizea to reasonably assume that it will not be able to fulfill its contractual obligations.
- Change in control of the Supplier, which may adversely affect the position, rights or interests of Haizea, in its reasonable opinion.

At the time of an infraction caused by the Supplier, Haizea will stop paying the amounts pending payment until the effective settlement is established.

In case of termination of the Contract for cause, Haizea, at its discretion, may claim from the Supplier (i) the Goods correctly completed and those in progress, (ii) the restitution of the costs incurred due to non-compliance, (iii) as well as 5% of the price of the Contract as compensation (except in the case of Force Majeure), without prejudice to any claim for damages to which he is entitled by law and other compensation established in the Contract.

Haizea reserves the right to unilaterally terminate the Contract by means of written notification to the Supplier, in which case the Supplier will only be entitled to payment for the Supply that it has actually provided up to the date of termination of the Contract.

The notice of termination shall be made in writing by means of a letter signed by a Valid Interlocutor of Haizea, and shall be sent to the Supplier by email to the address designated for this purpose in the Contract.

## **20. APPLICABLE LAW, DISPUTE RESOLUTION AND JURISDICTION**

The Contract and any Supply shall be governed by Spanish law.

Any controversy that arises between the Parties, which derives, directly or indirectly, from the Contract, including issues related to its existence, validity, effectiveness, interpretation, compliance or resolution, as well as the validity of this clause, shall be resolved by agreement friendly between the Parties.

The Parties expressly waive the principles of conflict of laws, submitting to the Courts and Tribunals of Bilbao, expressly waiving the jurisdiction that may correspond to them.

The Supplier may not suspend the execution of the Supply due to an open dispute or litigation.