

## 1. OBJECT

These General Subcontracting Conditions (hereinafter "GSC") constitute the bases that govern all subcontracting, that is, the provision of all types of services related to the construction of wind turbines, foundations and transition pieces, both *onshore* and *offshore* as well as auxiliary activities (hereinafter "Services"), by subcontractors (hereinafter "Subcontractor") for HAIZEA BILBAO S.L. (hereinafter "Haizea").

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

It shall be considered that the GSC have been duly communicated to the Subcontractor (i) from the moment the Subcontractor is informed of the web address where they are available (<https://haizeabilbao.com/>) or (ii) from the moment the Subcontractor 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 provision of the Service (i) either through the signing of a contract (hereinafter "Contract") or (ii) either through the issuance by Haizea and the acceptance by the Subcontractor 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 shall be the ones that regulate 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 GSC 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 will be as follows:

- a. The terms and conditions established in the Contract, if any.
- b. The Purchase Order.
- c. These GSC.
- 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 Subcontractor shall request indications and instructions from Haizea and act accordingly.

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

### 3. SUBCONTRACTOR'S OBLIGATIONS

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

#### 3.1. 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 Subcontractor's personnel and, therefore, the Subcontractor undertakes to comply with the following obligations derived 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 shall be outside Haizea's facilities and the cost of which shall be fully borne by the Subcontractor.
- c. Through the means provided by Haizea in accordance with clause 3.6 [Obligations related to the reception process], it shall carry out and be responsible for the attendance control of its 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 Services, and shall do so before the start of the Service provision.
- f. To facilitate the daily collaboration between the Haizea operators and those of the Subcontractor, and for a correct achievement of the obligations established in this Contract, Haizea shall carry out the daily communications to the Team Leader, who shall liaise with the rest of his operators and with the Subcontractor itself.
- g. It shall be responsible for its staff following the general technical standards established for the entire factory by the coordinator of the specific production process in which the Services are 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 by the Subcontractor's personnel at Haizea's facilities.

### 3.2. LABOR AND SOCIAL SECURITY OBLIGATIONS

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

- a. Having the personnel assigned for the contracted activity integrated into its staff.
- b. Having said personnel registered with Social Security.
- c. Being up to date with the payment of the corresponding payroll 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 Subcontractor 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).

### 3.3. HEALTH AND SAFETY OBLIGATIONS

Prior to the entry of any operator in the Haizea facilities, the Subcontractor 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 Subcontractor shall 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 own workers Haizea or third parties.

The EHS Department will require the Subcontractor 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.
- c. Address.
- d. Activity.
- e. Name and surname of the contact person.
- f. Email and contact phone.

After which, the Subcontractor shall receive in his email the necessary credentials to access the Platform, from where the necessary documentation shall be exchanged, uploaded and downloaded, as appropriate.

Through the Platform, Haizea shall inform the Subcontractor of:

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

The Subcontractor 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 shall 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 Subcontractor for signed acknowledgments of receipt at any time.

The Subcontractor 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 Subcontractor to carry out a specific occupational risk assessment of the Service, the Work Procedure that derives from it and that includes the corresponding risks and safety measures.
- c. The training courses that Haizea can 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 it guarantees that no action or omission of its operators will endanger the safety and/or health of the rest of the people, whether they are its own workers or third parties, or third parties.

The Subcontractor 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 Subcontractor:

- 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 shall deny access to the Plant of the operator (s) affected by said lack.

Regarding collaboration and coordination:

- a. Prior to the initiation of the provision of the Services, the EHS Department and the Subcontractor shall meet in order to define the Coordination of Business Activities (CAE) based on the documentation shared on the Platform, in order to guarantee maximum security in the actions for the execution of the works.
- b. The Subcontractor 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 Subcontractor's Health and Safety prevention elements.
- c. The Subcontractor shall collaborate in the safety audits or inspections that Haizea wishes to carry out, providing the information requested in addition to access to its work centers and offices.

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

Regarding individual protection:

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

Regarding collective protection:

- a. The Subcontractor 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 Subcontractor or Haizea, or people outside the work and (ii) safeguard the assets of the Haizea and the outsiders.

About order and cleanliness:

- a. The Subcontractor undertakes that its operators 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 shall 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 Service, and in any case within 24 hours of its occurrence, and the Subcontractor shall submit an accident report.

- b. Any possible breaches by the Subcontractor in terms of Health and Safety shall be reliably reported by Haizea to the Subcontractor or to the competent authority, if applicable.
- c. Haizea reserves the right not to allow entry to any Subcontractor 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 Subcontractor is the cause, any sanction imposed on Haizea, including those imposed by the clients, shall be borne by the Subcontractor.
- e. The Subcontractor 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 amount of the expenses dedicated to Safety and Health is included in the agreed price.

The Subcontractor shall assume the cost derived from the delay in the start of the provision of the Services or any stoppage of the same, caused by non-compliance or late compliance with any Health and Safety requirement required by Haizea or legally.

#### 3.4. ENVIRONMENT PROTECTION OBLIGATIONS

The Subcontractor, during the execution of the Services, shall be obliged to know and comply with both the existing laws and provisions in force regarding the environment, whether at the municipal, regional, national or community level, 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, if it does not have it or if the Subcontractor fails to comply with the applicable legal or regulatory requirements, Haizea may exclude the Subcontractor.

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.

#### 3.5. QUALITY MANAGEMENT OBLIGATIONS

The Subcontractor shall adhere to and comply with, and is responsible for its operators to carry out the Services, in accordance with the procedures established in:

- a. The Haizea Quality Management System.
- b. The Quality Plan approved for the specific Project/s for which the Services are contracted.
- c. Any instructions given by Haizea's Quality Department.

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

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

Any Subcontractor may request to see the performance evaluation method of Haizea's Subcontractors, as indicated in ISO 9001, point 8.4.3 f).

The Subcontractor 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 requested by Haizea, the Subcontractor shall provide samples of each of the materials to be used in the provision of the Service, and Haizea shall return the materials that do not comply with the quality regulations specified in the Contract. These rejected items shall be returned to the Subcontractor, with postage at its expense, for review and repair before being delivered back to Haizea.

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

### 3.6. OBLIGATIONS RELATED TO THE RECEPTION PROCESS

The Subcontractor undertakes to collaborate in the reception process of the operators, for which it shall 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 shall 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 start date of the work or in the list of operators (both inclusions and exclusions), the Subcontractor 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 shall provide the Subcontractor with:

- a. Personal electronic cards for the registration 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.

### 3.7. OBLIGATIONS RELATED TO THE COMPLETION OF THE SERVICES

Once the provision of the Services has been completed, the Subcontractor undertakes to:

- a. Submit the documentation related to the Service or the work that may correspond.
- b. Return the electronic cards for signing.
- 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 shall be returned in reasonably correct and adequate conditions, according to the nature of each one.

In the event that the Subcontractor 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.

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

The Subcontractor 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 Subcontractor in relation to the Contract (hereinafter "Materials").

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

- a. The Materials assigned shall not be passed on to third parties or used for purposes other than those indicated in the Contract.
- b. The Subcontractor undertakes to maintain the assigned Materials in optimal conditions, just as they were supplied by Haizea.
- c. The Materials must 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 shall be the responsibility of the Subcontractor.
- e. In the event of a disturbance in Haizea's ownership of the Materials, the Subcontractor 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 cost of the Subcontractor, if the Subcontractor fails to comply with its obligations, regardless of the actions and rights that it legally holds.

The Subcontractor 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 Subcontractor shall inform Haizea without delay and in writing, and shall request clarifications on how to proceed.

- b. Errors or inaccuracies in any Information shall not affect the responsibility of the Subcontractor in relation to the scope of its obligations.

### 3.9. OBLIGATION OF ADMISSION OF CONTROLS

Regardless of any controls that are usual in the Service, the Subcontractor expressly admits the possibility, by decision of Haizea's Quality Department, of carrying out 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 Services.
- 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 provision of the Services, in the production and in the update of the planning.
- d. Those of a legal nature, aimed at verifying compliance by the Subcontractor with all applicable regulations in force, and specifically those relating to (i) labor and Social Security aspects and (ii) Health and Safety.

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

No control, inspection or test carried out by Haizea shall exempt the Subcontractor from its responsibility to comply with all its obligations.

## 4. WORK SCHEDULE

### 4.1. DURATION OF THE PROVISION OF SERVICES

The provision of the Services shall begin once the Contract is signed, or the corresponding Purchase Order has been accepted in accordance with clause 5.2 [Invoicing], and shall end once the Subcontractor has completed the Services contracted by Haizea in accordance with the agreed terms and conditions.

Haizea shall not authorize the start of provision of the Services until all of the following conditions have taken place:

- a. That the operators have received from Haizea the specific training in Health and Safety related to the specific tasks to be carried out for the execution of the Services.
- b. That the Subcontractor has provided Haizea with the information and documentation required in clause 3.6 [Obligations related to the reception process].
- c. The signing of this Contract.

The calendar and hours of the operators shall be adapted to the needs of the Services, as agreed.

### 4.2. MILESTONES

The Services shall be carried out following the execution dates and work milestones agreed between the Parties (hereinafter "Milestones").

All Milestones, partial and final, shall be met, and it is the responsibility of the Subcontractor:

- a. Ensure the progress of the work and the fulfillment of the 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 the planned reactivation. The corrective measures shall be formally discussed and accepted by Haizea before their application.

If applicable to the Milestone, the Subcontractor shall provide all the documentation related to it, including product, quality, safety and regulatory certifications, together with the material or product supplied. In case of non-compliance with this obligation, the Milestone shall not be understood as fulfilled and the Subcontractor 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 Subcontractor, on the other hand, unless expressly accepted by Haizea, the anticipated execution of the Services by the Subcontractor shall not be allowed.

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

The Subcontractor is obliged to carry out whatever actions (including overtime, express delivery, etc.) are 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 Subcontractor.

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 case of non-compliance with the Milestones by the Subcontractor, Haizea shall have the right to demand a penalty 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 shall lead to the direct application of Penalties.

The payment of the Penalty by the Subcontractor shall 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 Subcontractor from its other contractual or legal obligations arising from the Contract.

If the maximum amount of Penalty is reached, Haizea may elect to terminate the Contract, or part of it, with immediate effect and:

- a. Conclude by itself the Services pending execution and pass on the costs incurred by the Subcontractor.

- b. Hire a third party to carry out the Services pending execution and pass on the costs incurred by the Subcontractor.

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

These Penalties shall 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 shall be determined according to the criteria and the price table established in the Contract.

Prices shall be indicated in euros (€).

The price of the Contract includes all the costs necessary for the provision of the contracted Services, without limitation: materials (including items 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, safety and health, and labor (including execution, construction and assembly, salaries, etc.), auxiliary means, insurance, documentation of all kinds, intellectual property, exchange rates and any other payment that generally covers everything necessary for the correct provision of the Services by the Subcontractor. For clarification purposes, the Subcontractor shall bear all the costs of transportation, maintenance, allowances, housing and any other originated or supported by its operators during the provision of the Services, not being able to pass them on to Haizea in any case.

The indicated prices include all taxes, except VAT, which shall 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 billing process shall be as follows:

- a. If the 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 Subcontractor shall be made against said Purchase Order.
  - Once each of the milestones established in the Contract has been reached, the Subcontractor 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 Subcontractor shall issue the final invoice.

- b. If the invoicing by objectives is established for a certain number of monthly units for an indefinite period:
- Once each of the milestones agreed in the Contract has been reached, the Subcontractor 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 Subcontractor shall issue the final invoice referring to the Purchase Order number corresponding to that month.
- c. If hourly billing is established:
- On a monthly basis, the Subcontractor shall issue a proforma invoice for the amount resulting from applying the agreed unit prices 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 Subcontractor 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 Subcontractor.
  - The Subcontractor 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 Subcontractor expressly issues its agreement in this regard, or tacitly when the execution of the Contract begins. Said acceptance of the Purchase Order by the Subcontractor also indicates its full acceptance of these GSC.

Provided that Haizea has not received the acknowledgment of receipt, Haizea shall have the right to revoke or cancel an Purchase Order, the Subcontractor waiving any damages.

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. Subcontractor'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 shall 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 of the Subcontractor.

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

It shall be sufficient reason to reject an invoice:

- a. That the Services do not meet the requirements indicated in the Contract.
- b. That the Subcontractor has not satisfactorily provided Haizea with the documentation of any type necessary to complete a milestone or the Service.
- 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 Subcontractor. In the case of paragraphs (a) and (b) of the previous clause, if the Services are defective, payment shall be made once the defects have been remedied.

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

The realization of any payment by Haizea shall imply the tacit acceptance by Haizea that the provision of the Service is in accordance with what was agreed.

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. VARIATIONS INSTRUCTION

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

The Subcontractor, once the Variation has been instructed, shall provide Haizea, within a maximum period of 2 calendar 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 can request.

Any alteration of the final price derived from the instruction of a Variation shall be agreed based on the working hours, more or less, that the Parties agree are necessary to perform the new Services in a timely manner. For the sake of clarity, the previously agreed unit prices shall not be subject to negotiation, so in the event of Variation, the only aspect to be negotiated would be the hours of work required.

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

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

## 7. GUARANTEE

### 7.1. ADEQUACY AND QUALITY GUARANTEE

The execution of the Services shall:

- a. Adapt to the quantities, qualities, specifications, descriptions and other particularities requested by Haizea.
- b. Comply with the samples, design criteria, drawings, descriptions, requirements and specifications that Haizea may provide to the Subcontractor, and any other information or instructions of which the Subcontractor 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 Subcontractor 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.

The Subcontractor shall verify the quality of the Services through inspection and testing, clause 3.9 [Obligation of admission of controls], however, Haizea reserves the right (without implying any obligation) to inspect and test the Services at any time.

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

The Subcontractor is responsible for compliance with the Adequacy and Quality Guarantee, regardless of whether the Services are performed by him or by a third party subcontracted by him.

The guarantee period shall be 48 months from the correct completion of the provision of Services (hereinafter "Warranty Period"). In case of detection of defects during the Warranty Period, the affected works shall have an extension in the Warranty Period of another 48 months, counted from the date of rectification.

Haizea shall have the right to withhold all or part of any payment as long as the Subcontractor has not remedied the defect in the Services or, if the Parties have established alternative measures in writing, until they have complied with them.

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

- a. Require the Subcontractor to rectify the defect, at its cost.
- b. In the event that the period to carry out the correction exceeds that established by Haizea in each case, or if it is not possible for the Subcontractor to carry it out, contract with a third party whose cost shall be borne by the Subcontractor. The guarantees offered in favor of Haizea by the Subcontractor shall remain in full force despite the fact that the remedial work has been carried out by third parties.

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

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

## **8. SUBCONTRACTOR'S LIABILITY**

### **8.1. INDEMNITY**

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

The Subcontractor 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 Subcontractor's workers employed in the provision of the Services, whether these are for 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 Subcontractor's operators, the Subcontractor recognizes the right of Haizea to pass on to the Subcontractor the amounts that it is 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 Subcontractor's workers as a result of a judicial or administrative decision, such as salaries, social security, compensation, Labor Inspection fines, surcharges for benefits, and any other similar nature.
- b. The amounts that Haizea pays as compensation for dismissal shall 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 shall also include the expenses incurred by Haizea as a result of the lawsuits or judicial or extrajudicial files related to the operators.

The Subcontractor 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 Services.

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

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 Subcontractor.

The possible limitations on liability agreed between the Parties shall not apply in the event of gross negligence, intent or fraud on the part of the Subcontractor.

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

## 8.2. INSURANCE

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

- a. Hull and Machinery Insurance, including liability for collision, covering all maritime units and vessels, own or third parties, used by the Subcontractor in relation to the Services provided.
- b. P&I (Protection and Indemnity) that includes liability for shipwreck and debris and oil pollution in respect of all ships, vessels or floating equipment that the Subcontractor owns, leases or contracts in connection with the execution of the Services.
- 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. Car insurance (or any other similar insurance that may be required by any applicable law) in accordance with the applicable legislation that covers any car if it is used during the Services provided.
- e. Material Damage Insurance that shall provide insurance coverage to the equipment assigned by Haizea for a value not less than the total replacement value. The insurance shall be effective while it is assigned for the Services to be performed 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's Civil Liability coverage that covers the people hired to carry out work by the Subcontractor in relation to the work to be carried out, with a limit of not less than €2,500,000 (or its equivalent in the local currency of the contracting entity) in accordance with employers' liability requirements, if required by law.

- g. In addition, the Subcontractor shall have 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 Subcontractor 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 Subcontractor 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.

## 9. 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 Subcontractor agrees to scrupulously comply with the obligations contained in said document.

## 10. 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 behalf or on its behalf, the Subcontractor, 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 shall be 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 Subcontractor.
- b. The information that the Subcontractor had before Haizea provided it.
- c. The information that has been known or obtained independently by the Subcontractor, 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 Subcontractor shall keep the Confidential Information received from Haizea as confidential. For such purposes, it shall treat and keep the Confidential Information received as secret at all times and shall 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 Subcontractor 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*).

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

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

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

The Subcontractor shall refrain from carrying out, 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 Services, 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 Subcontractor shall be exempt from complying with the aforementioned obligations in this clause only in the following cases:

- a. The Subcontractor may 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 Subcontractor shall be responsible for the Advisors being aware of the content of this clause and that they accept its terms in writing. The Subcontractor shall be responsible for any violation of this clause caused by one or more of its Advisors.
- b. The disclosure by the Subcontractor of Confidential Information received from Haizea as a consequence or by virtue of a legal mandate or mandatory judicial or administrative resolution shall not be considered a breach of this clause. 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 communication obligation assumed by the Subcontractor to Haizea by virtue of this clause is understood without prejudice to the right that it has to subsequently disclose the Confidential Information required to comply with the legal mandate or the imperative judicial or administrative resolution in question.

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

Once the contractual relationship is terminated for any reason, the Subcontractor shall destroy or return to Haizea, as indicated by it, all the Confidential Information received within a period of 14 calendar days.

The Subcontractor 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.

## 11. PERSONAL DATA PROTECTION

In case of access by the Subcontractor to personal data of natural persons related to Haizea, the Subcontractor undertakes to comply with Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights; the 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; the 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 Subcontractor 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 Subcontractor is responsible for: (i) providing all necessary notifications to data subjects, including its employees, agents and representatives, to the extent that it is necessary to communicate or process personal data in connection with the Contract; and (ii) guarantee that, regarding said personal data, there is a legitimate reason for treatment under the applicable laws in relation to data protection and privacy.

The Subcontractor 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 shall 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 to: [protecciondedatos@haizeawindgroup.com](mailto:protecciondedatos@haizeawindgroup.com).

The natural person/s whose personal data is under the management of the Subcontractor'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 DNI, sent to the address of the Subcontractor.

## 12. INDUSTRIAL PROPERTY AND RIGHTS OF USE

Subcontractor represents and warrants 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 Subcontractor shall keep the following confidential at all times: that all technologies, processes, methods, formulas, designs, specifications, patents, trademarks, service marks, copyrights, design rights, inventions, industrial 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 they are delivered by Haizea to the Subcontractor to enable it to perform the Contract as if they were developed by the Subcontractor under the Contract.

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

The Subcontractor guarantees that it shall not use the IPR (i) for any purpose other than strict compliance with the Contract or (ii) to supply goods and/or services to third parties, without the prior written consent of Haizea and that, in the event that the IPR is used in this way, such 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 can undertake in accordance with the law.

In the event that third party rights are infringed, Subcontractor shall obtain the necessary licenses or approvals at its expense, so that Haizea may legally 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. Subcontractor 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 Subcontractor's alleged infringement of patents, trademarks, copyrights or other IPR belonging to third parties.

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

- a. Use the Goods and any software comprised or included in the Goods (hereinafter "Software"), including related documentation, to integrate them into other products and distribute them worldwide;
- 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 shall be authorized to allow end customers to transfer Software licenses.

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

The Subcontractor shall inform Haizea, at the latest at the time of signing the Contract, if the Services 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 Services provided by the Subcontractor contain open source Software, the Subcontractor 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 Subcontractor Services nor Haizea 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 Subcontractor's services, 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 Subcontractor does not indicate until after the signing of the Contract that its Services 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 it shall be entitled to a full refund of the advances paid.

### 13. 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 Subcontractor'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 Subcontractor 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 shall not constitute Force Majeure with respect to the Subcontractor shall be:

- a. The delay in the delivery to the Subcontractor of machinery, equipment, spare parts or consumables, unless it is due to an act or omission of Haizea.
- b. The delay in performance by any sub-supplier, subcontractor or any other third party of the Subcontractor.
- 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 Subcontractor's personnel.
- h. Non-compliance with the execution of the works caused by negligent or intentional acts, errors or omissions of the Subcontractor 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 its obligations while said event of Force Majeure prevents it from fulfilling them. The exemption from liability for the Subcontractor shall generally be limited to an extension of the term of execution of the Services, to the extent that it is due to an event of Force Majeure.

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

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

Haizea shall be authorized to terminate the contractual relationship due to Force Majeure if the incident lasts more than 15 calendar days in total, whether continuous or discontinuous.

#### **14. SUBCONTRACTING**

The Subcontractor shall only contract with third parties the performance of the Services entrusted, provided that it has the consent of Haizea previously issued, expressly and in writing.

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

- a. Identification information of the sub-subcontractor.
- b. Detailed description of the subcontracted works.
- c. Acknowledgment by the sub-subcontractor that there is no employment relationship between it and Haizea.

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

Likewise, the Subcontractor shall be liable to Haizea for the acts, omissions and obligations of the sub-subcontractor in relation to the provision of the Service, 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 sub-subcontractor.

In this sense, the Subcontractor undertakes to demand from the sub-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 under the Contract. The aforementioned documentation shall be transferred to Haizea immediately after its formal request to the Subcontractor.

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

#### **15. 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 shall be jointly and severally liable to the other Party for any concept related to this Contract.

## 16. MISCELLANY

### 16.1. 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" shall 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 GSC or, failing that, of the Contract Documents.

### 16.2. VALID INTERLOCUTORS

The Subcontractor recognizes the legal representatives of Haizea as the only valid interlocutors for the purposes of the Contract.

### 16.3. OMISSION

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

### 16.4. 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.

### 16.5. 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.

### 16.6. AMENDMENTS

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

## 16.7. RECOGNITION

The Subcontractor 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 its responsibility to properly estimate the difficulty of the work, the delivery times or the cost of their execution.

## 17. TERMINATION

The provision of Services shall end automatically with the expiration of the agreed period of validity or by the termination of the Services.

The Contract may be terminated at the request of either Party for the general causes admitted by law.

Haizea may terminate the contractual relationship in the event of any of the following breaches, provided that it has not been remedied (if such rectification is possible or applicable based on the infraction), within 5 business days following the shipment of the notification of default to the Subcontractor:

- a. Non-compliance of the Services with the agreed technical requirements and characteristics.
- 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 Subcontractor will not meet the established Milestones given the rate of progress demonstrated.
- c. Abandonment of work by the Subcontractor for a period of more than 2 calendar days.
- d. Denial or opposition to Haizea's powers of supervision and control.
- e. Falseness, incomplete presentation or non-presentation of the documentation required by Haizea (as well as the lack of communication of the modifications that have taken place in reference to clause 3.6 [Obligations related to the reception process]).
- 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 Subcontractor of obligations in terms of Health and Safety, according to Haizea's reasonable criteria.
- h. Breach of clauses 10 [Confidentiality], 11 [Protection of Personal Data] and 12 [Industrial Property and rights of use].
- i. Breach of any other obligation of the Subcontractor.
- 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 Services for a period greater than 15 calendar days, whether continuous or discontinued.
- l. Insolvency or, in general, without limitation:
  - Inability of the Subcontractor to pay its debts when due.
  - Liquidation or embargo processes.
  - Cessation, or threat of cessation, of the Subcontractor of its commercial activities.

- Limitation of the legal capacity of the Subcontractor to manage or make its assets available for any reason.
- Variation in the financial situation of the Subcontractor that may lead Haizea to reasonably assume that it will not be able to fulfill its contractual obligations.
- Change in control of the Subcontractor, which may adversely affect the position, rights or interests of Haizea, in its reasonable opinion.

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

In case of termination of the Service due to cause, Haizea may claim from the Subcontractor the restitution of the costs incurred due to the breach, as well as 5% of the Contract price as compensation (except in the case of Force Majeure), without prejudice of any claim for damages to which he is entitled by law and of the other Penalties established.

Haizea reserves the right to unilaterally terminate the contractual relationship by means of written notification to the Subcontractor, in which case the Subcontractor shall only be entitled to payment for the Services that it has actually provided up to the date of termination.

The notification of the termination shall be made in writing by means of a letter signed by a Valid Interlocutor of Haizea, and may be sent to the Subcontractor by email to the address designated for this purpose and/or by burofax.

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

The Contract and any provision of Services 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 Subcontractor shall not suspend the execution of the Services due to an open dispute or litigation.