

## 1. General

The sale and delivery of goods, services and systems to be undertaken by JEMA ENERGY S.A. (hereinafter, the Seller) shall be governed by these General Conditions of Sale (GCS), except for all those matters expressly agreed otherwise in the corresponding quote or in the acceptance of the order, and which constitute the specific terms thereof. Accordingly, and for all intents and purposes, no value may be attached to whatsoever other conditions that have not been expressly accepted by the Seller.

It is understood that these General Conditions have been notified to the Purchaser as of the moment upon which the latter receives a quote from the Seller accompanied by these Conditions. Otherwise, they shall be considered notified when the Purchaser has already received them during the course of its business dealings with the Seller; being considered in all such cases as accepted by the Purchaser, for all intents and purposes, when placing its order.

## 2. Order placement

The dealings between the Seller and the Purchaser are governed by the quote made by JEMA, the order placed or accepted, and the acceptance thereof by the Seller, and these GCS, all forming the "Contract". In the event of any discrepancy, the clauses of these GCS shall prevail, albeit with observance of any specific conditions included in each quote or order acceptance.

The quote made by the Seller shall contain a description of the supply, the production and delivery date, the price, and any other specific conditions applicable to each supply. The Purchaser shall issue an order, which shall be understood as acceptance of the quote within the quote's period of validity.

The prices quoted are valid for one month (unless another timeframe is specified in the quote), and within this period they shall be considered fixed in the conditions of payment specified in the quote, unless the Supply quoted involves imported equipment subject to such contingencies as currency exchange or the payment of tariffs or customs duty, in which case the price of the quote shall be adjusted according to any such variations.

All orders are to be placed in writing and shall be subject to the Seller's express approval.

Any modifications and/or variations made to the scope of an accepted order shall be notified in writing to the Seller, and shall be considered valid only when they have been expressly accepted by the Seller.

## 3. Prices

The price of the supply is net, without including VAT or any other tax, fee or duty, which shall subsequently be added to the invoice at the corresponding rates. The prices are quoted in conditions of delivery ex Works at JEMA's facilities.

The price is valid solely for the amounts quoted, for the conditions of payment specified, and for orders received within the quote's period of validity. The prices established cannot be changed unless there is a price review clause included in the quote or contract.

The price is valid solely for the supply specified in the quote, and if there is any discrepancy between the specifications and the quote, the latter shall prevail, with the exception of adjustments made to comply with safety regulations or specific requirements in the destination country.

Once the order has been accepted by the Seller, the prices of the Supply shall be considered fixed, and may not be reviewed.

## 4. Price changes

Even when prices are understood to be fixed and not subject to variation, a review may be made in the following circumstances:

- The conditions of payment have been modified.
- The prices have been stated in a currency other than the EURO, and to the extent that the currency's exchange rate with the EURO has changed between the date of the order and the contractual dates for the invoicing of each milestone.
- Any change in the tax laws in the destination country.
- The scope of the supply has been modified, at the Purchaser's request, and in general whenever there is any variation or modification by virtue of the provisions herein.

## 5. Conditions of payment

Payment shall be made in the currency and according to the terms agreed for each supply, ensuring that the Seller always receives the net price, and unless agreed otherwise, **within a deadline of 30 days date of invoice.**

All the invoices issued by the Seller shall be considered approved and accepted unless the Purchaser expressly notifies the Seller in writing of its disagreement, within the seven (7) days following issue thereof.

The customer may not offset credits, unless these are due, liquid and callable, and confirmed by an enforceable document or court order, nor may it exercise any right of withholding, unless provided for accordingly in the Contract.

In the event of partial deliveries, the Seller shall be authorised to invoice and demand payment for each partial delivery, as well as issue partial invoices, and the Purchaser shall be required to pay those invoices pursuant to these GCS.

When no payment has been made by the agreed date, the Purchaser shall pay the Seller the corresponding monthly interest pursuant to Directive 2011/7/EU of the European Parliament and of the Council, of 16 February 2011, on combating late payment in commercial transactions, from the agreed date of payment until full and complete settlement of the invoice, all without prejudice to whatsoever other rights corresponding to the Seller, including the right to be reimbursed for any legal and/or extra-legal costs it may incur for recovering the amounts due and outstanding.

## 6. Delivery date and conditions

The delivery date is understood to refer to the material deployed according to the conditions specified in the quote and/or order acceptance, provided the Purchaser fulfils its obligation to supply the information, documents and approvals on a timely basis according to the calendar established for each case, and complies with the corresponding schedule of payments.

If the Purchaser requires modifications or improvements to be made to the supply, the Seller shall establish a new contractual delivery date, which it shall notify to the Purchaser. Any delay to the delivery date caused by force majeure or beyond human control shall not be considered as such, and shall not give rise to any penalties. Any delay in payments by the Purchaser shall involve a corresponding extension of the delivery date.

Any penalties (when expressly agreed) **may not exceed 5%** of the total price of the goods and services whose delivery has been delayed. The possible application of penalties excludes the possibility of claiming additional damages arising from the same delay.

No penalty for delay may be applied once two months have elapsed since the delivery, or when the Purchaser has failed to fulfil its obligations in terms of the timely or due supply of information, as well as its payment obligations. No penalty may be applied for a simple delay in dates if this does not in any way compromise the Purchaser's schedule.

When penalties are applied, they shall always be imposed in reference to the dates specified ex Works.

If for any reason not attributable to the Seller the milestones cannot be met that inform the right to collect the agreed price, the right to collection shall be maintained according to the agreed payment dates and conditions.

The Seller is authorised to make partial deliveries. When by contractual agreement the delivery is to be made to a location specified by the Purchaser, the latter is required to guarantee permanent and proper access to the site, by suitable roads, whereby the transport of the supply, taking into account its expected size and other specifications, is feasible. If the Purchaser fails to fulfil this obligation, the delivery shall be understood to have been made as and when the Seller announces the supply is ready to be dispatched, and the Purchaser is to accept and pay for all the costs incurred by the extraordinary measures that have to be taken to ensure the supply reaches its destination. Regardless of the Incoterm chosen, the offloading at the destination shall never be part of JEMA's supply.

Unless specified otherwise in the contract, the terms of delivery shall be Ex Works Seller (Incoterms 2000).

## 7. Force majeure

The Seller shall not be responsible for the incomplete observance or non-observance of any agreement for reasons of force majeure, in the broadest sense of the term.

Force majeure is understood to mean any circumstance beyond the Seller's control that temporarily or permanently impedes the undertaking of any one or all of the Seller's obligations toward the Purchaser, regardless of whether or not these circumstances have been foreseen at the time of the arrangement of an order, agreement, contract, etc., such as, but not limited to, the following: government measures, rejection, revocation or cancellation of permissions, lock-out, mandatory closure of all or part of the company, war or threat of war, fire, problems of transport, accident, labour unrest, lack of personnel, embargos, temporary or permanent non-delivery of samples, non-provision of services by third parties irrespective of the reason, defects and/or faults affecting material, machinery, systems and/or software and hardware, and the absence or lack of the material used to manufacture the Products.

In the event of a situation of force majeure, the Seller is to notify the Purchaser at its earliest possible convenience, specifying the cause and

its expected duration. It shall likewise notify the end of the situation, specifying the time it will take to meet the obligations that were interrupted for this reason. The occurrence of a situation of force majeure shall entitle the Seller to a reasonable extension of the delivery date agreed with the Purchaser.

If the Seller is unable to make the delivery due to the situation of force majeure, it may freely choose either to extend the delivery date during the period of force majeure or to terminate the Agreement, as well as demand payment for the partial delivery made, without being required to pay the Purchaser for any damages or compensation.

If the situation of force majeure lasts longer than three (3) months, the Parties shall jointly seek a fair solution in keeping with the circumstances, and taking into account the Seller's difficulties. If they are unable to find such a solution within the following 30 days, the Seller may cancel the order, without incurring any responsibility on its part, by sending a written notification to the Purchaser.

## **8. Termination**

If for any reason the Purchaser should decide to partially or fully cancel its order, the Seller reserves the right to take the pertinent legal action, retaining in its favour, under the item of losses and damages, the part of the supply produced, any materials it may have received and any advance payments made on the total price of the contract, maintaining the right to claim compensation for all other losses and damages incurred.

Among other damages, the Seller shall be entitled to receive the following:

- The amount corresponding to the value of the equipment and materials already delivered according to the prices specified in the order.
- The amount corresponding to the value of the equipment and materials pending delivery that the Seller is obliged to accept from its subcontractors and/or suppliers, once they have been delivered to the Purchaser.
- The cost of the cancellation of the orders placed by the Seller with its suppliers and/or subcontractors, when that cancellation is possible.
- Compensation for other losses and damages incurred due to the cancellation of the order by the Purchaser

In those cases in which the Purchaser is in breach of any one of its obligations or there is reasonable doubt over its observance thereof,

the Seller shall be authorised to cancel and terminate any agreements, and shall be entitled to reinstate its right of ownership over the Products.

The period of payment is an essential condition, whereby if the Purchaser should default on its payment obligations, or not pay on time or in full, the Seller shall be entitled to interrupt any commitment or obligation arising from the Agreement until the Purchaser fulfils its obligations, or may even proceed to terminate the Agreement, and all without prejudice to the Seller's right to compensation for any losses and damages for the late observance or even non-observance of the Agreement, and bring forward the due date of the full amount of the debt, demanding its immediate payment (including any part thereof that has yet to fall due), charging for any work done, costs in which it has incurred, and any damages suffered, retaining in its favour any sums received, with the Purchaser not entitled to compensation, and with the subsequent cancellation of the guarantee.

## **9. Supply quality**

The supply is to comply with the specifications made in the contract in terms of its quality and conditions. All trials and tests are to be governed by the regulations in each country, unless specified otherwise. Any additional test required by the Purchaser is to be specified in the order, linking it to the applicable regulations and the place and body, as appropriate, involved in such tests. These additional tests are to be approved by the Seller, and their cost is to be covered by the Purchaser.

The supply is to be inspected by the Seller's technical staff to ensure it is fit for purpose. The Purchaser is to provide written approval of the supply if it is present at the inspection and the results thereof are satisfactory. In the event it waives this right, the supply shall be considered definitively accepted.

The Purchaser shall cover any costs incurred by the visits and inspections it arranges.

If the Supply has any defects and/or faults attributable to the Seller, the latter shall take the necessary measures to correct them.

It shall be understood under all circumstances that the supply has been accepted by the Purchaser once 10 days have elapsed since delivery without any complaint being made regarding defects and/or faults, or if the Purchaser begins to use it.

## **10. Guarantee**

The Seller guarantees the supply against any defect directly or exclusively attributable to defects of design, manufacture, labour or materials, whereby if a defect or operating fault

is detected during the guarantee period that has been caused by any one of the above, the Seller guarantees to correct it.

Unless a clause specifically stating otherwise has been included in the quote or in the acceptance of the order, the Seller guarantees the products supplied as regards faults in materials, production or assembly for a period of 12 months, to be counted as of the supply's date of delivery.

This guarantee consists solely and exclusively of the repair or replacement (at the Seller's discretion), within a reasonable timeframe, of the components that have been acknowledged as faulted due to either material or manufacturing faults. Any repairs shall be undertaken on the Seller's premises, with the Purchaser being responsible for covering the costs of any dismantling, loading, transport, customs duties, taxes, etc. incurred by the return of the material to the Seller's premises. The Purchaser agrees to accept the products that have been replaced or repaired, and under no circumstances shall the Seller be liable to the Purchaser for whatsoever loss or damage of any kind that may be caused by the original delivery or by delays in the deliveries of the products replaced or repaired.

The repair or replacement of a faulted item does not affect the start date for the period of guarantees on the products supplied. The products replaced or repaired shall be guaranteed as of their repair or replacement for the same period remaining for the faulted or replaced products until expiry thereof according to the periods specified in these GCS.

The guarantee does not cover the damages or faults due to the normal wear and tear caused by the equipment's use (e.g., fans and protection components such as fuses and varistors). In addition, such exclusion from the guarantee, which will also be considered to have expired, also applies to the damages and faults caused by improper conservation and maintenance, inappropriate storage or incorrect or negligent operation, harmful use, the use of unsuitable liquids and gases, as well as unsuitable flows or pressures, faulted assembly, variations in the quality of the power supply (voltage, frequency, disturbances...), modifications made to the supply without the Seller's approval, installations made or subsequently modified without following the product's technical instructions and, in general, for any reason that cannot be attributed to the Seller.

The Seller is the sole party entitled to determine and assess whether or not the faults are included in the guarantee.

Under no circumstances shall the consideration of faults apply to any deterioration in a product's aesthetic appearance.

#### **11. Limits on liability**

The Seller shall be held accountable for all direct losses and damages affecting the Purchaser or third parties through serious breach of its contractual obligations by the Seller due to the actions or omissions of its employees. The Seller shall not be liable for any indirect, consequential or incidental losses or damages that may affect the Purchaser or third parties, such as the loss of production, revenue or profits (lucrum cessans), loss of performance or availability, costs of replacements, downtime, waiting time or personnel, investment costs or others of a financial nature, third-party claims, etc.

The Seller is to be informed of any damages as soon as they are detected. The Seller's total liability arising from the supply under any item of whatsoever nature is limited to the value of the supply informing the claim.

#### **12. Ownership**

The Seller expressly reserves its right of ownership over the Products, which shall remain its property until the Purchaser makes full payment of the agreed price. If the Purchaser file for bankruptcy, call in the receivers or begin insolvency proceedings, or similar, it shall refrain from including the aforesaid Products as part of its assets, and shall inform the Seller immediately.

The Purchaser undertakes to report the existence of this retention of title to all parties involved in any one of the above circumstances. The Purchaser is required to safeguard the Products with all due care and diligence and insure them at its own expense against all possible risks.

#### **13. Export restrictions**

The Purchaser acknowledges that the products supplied by the Seller may be subject to local or international rules and regulations regarding the control of exports, and that without the permission for export or re-export provided by the competent authorities, the supplies may not be sold, hired or conveyed, or used for any other purpose than that agreed. The Purchaser is responsible for complying with any such rules and regulations.

#### **14. Intellectual and industrial property**

The intellectual and/or industrial property rights over the Seller's brand, its quote, the information delivered with it regarding the Products, and/or the supplies, as well as the components, plans, drawings, "software", etc., incorporated in or related to the same, belong

to the Seller, whereby it is expressly forbidden for the Purchaser to use them for whatsoever purpose other than the fulfilment of the order, and this also applies to the full or partial copy or disclosure to third parties, without the Seller's express prior written consent.

All intellectual and industrial property rights stemming from and/or related to data and/or documents provided or drafted by the Seller, shall remain in the latter's possession, unless agreed otherwise, with the Purchaser not being granted any kind of right or licence over the information or material relayed.

Without the Seller's prior written permission, the Purchaser may not modify, alter, conceal, or omit the brands or commercial names on the Products.

### **15. Confidentiality**

All the information to which the parties have access through the contract, including the actual terms of the same, shall be considered confidential, unless it is in the public domain, and shall not be disclosed to third parties or used directly or indirectly for purposes other than those provided for in the Contract. This obligation extends to employees, who shall receive only the information strictly required for the pursuit of their duties, with the Purchaser ensuring that confidentiality is upheld in all cases.

The above does not stop the Seller from providing the Purchaser's name and the Supply's basic specifications as part of its commercial references.

### **16. Nullity**

The nullity or invalidity of any one of the clauses in these GCS or in the contract shall not extend to all the others, which shall remain in force.

### **17. Governing law and dispute resolution**

This Contract shall be governed and interpreted according to Spanish Common Law.

Both parties, with waiver of any other jurisdictional rights to which they may be entitled, submit to the Jurisdiction and Courts of Bilbao (Spain) for the legal ruling on any matter arising from this Contract.

### **18. Notifications**

Whatever notification related to this contract is to be made in writing in Spanish, the contract's official language, and shall take effect 24 hours after it has been sent by registered post to the registered addresses of the parties.