



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

1. NATURE OF THE GENERAL CONDITIONS

The General Conditions of Contract are designed to regulate relations between TECAM GROUP and its suppliers and form part of the service provision and/or work performance contract documentation.

The General Conditions of Contract shall be sent out together with the RFQ. Before or when submitting a bid, suppliers must state that they have been sent the conditions and that they know them. These Conditions of Contract may be consulted directly over the www.tecamgroup.com website. Both the Award Letter, where applicable, and the Order must reference these General Conditions of Contract and they shall be considered an agreement between the parties.

The General Conditions of Contract shall apply with respect to terms not expressly regulated in the Particular Purchase Conditions or RFQ.

Any exception to these General Conditions of Contract on the part of the Supplier in connection to an Order shall only be valid if put in writing prior to the awarding of the work and expressly accepted in writing by TECAM GROUP.

Exceptions agreed on shall only apply to the Order or contract in relation to that which had been agreed on and do not cover other orders or contracts.

In no case shall the General Conditions of Contract apply, regardless of the name the Supplier may have established. Conditions and specifications the Supplier inserts in its work certificates, invoices or other documents exchanged between the parties which contradict the conditions governing the Order shall not be considered and shall never apply.

2. DEFINITIONS

The following terminology is established for greater clarity and better understanding of the General Conditions:

- **TECAM GROUP:** Company acting as the contractor in each service provision and/or work performance.
- **Supplier:** Individual or corporation awarded the service provision and/or work performance for TECAM GROUP.
- **Day:** except where expressly indicated otherwise, this shall be understood as a calendar day.
- **Procurements Management Process:** The process that includes the specification of the need, negotiation, award and issuance of the order.
- **RFQ:** A series of documents issued by TECAM GROUP including the necessary requirements of any type for the Supplier to provide the service and/or perform the work: particular conditions, technical specifications sheet, etc. Broadly speaking, the group of documents determining the contract conditions to be established between the Supplier and TECAM GROUP.
- **Particular Conditions:** A series of documents issued by TECAM GROUP determining, for each particular case, the specific terms and conditions of the relationship between the parties, exceptions or qualifiers to these General Conditions and other documents included in the contract documentation.
- **Bid:** The totality of the documentation required of the parties concerned to list in the terms and conditions of the RFQ.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

- **Award Letter:** A document stating TECAM GROUP's desire to contract, setting out, directly or by reference, the terms and conditions binding the relationship between the parties and which must be accepted by the Supplier when modifying the terms of the Bid.

In cases where Supplier acceptance is required, the awardee must sign and return the Award Letter within 15 days of it being sent. After then, TECAM GROUP reserves the right to render the award ineffectual and the Supplier will not be entitled to any form of compensation.

In cases where the Award Letter provides for the award being conditional upon the signing of a subsequent agreement between TECAM GROUP and the Supplier, the agreement must be signed within the term established in the agreement or, in default of this, within 30 days of it being sent. After then, TECAM GROUP reserves the right to declare the condition to be breached and the award therefore rendered ineffectual and the Supplier will not be entitled to any form of compensation. The agreement must respect the content of the RFQ, the Particular Conditions, the Award Letter and the terms and conditions accepted by TECAM GROUP contained in the Supplier's Bid.

- **Order:** A formal document issued by TECAM GROUP and addressed to the Supplier in completion of the contractual relationship between the parties showing the prices, deadlines and other conditions for the service provision and/or work performance. The Award Letter, Particular Conditions, Technical Specifications Sheet, RFQ and other contract documents shall apply for matters not expressly covered in the Order when not modified by mutual agreement by the parties.

For the purpose of these General Conditions of Contract, reference to the word Order shall cover all such documents.

- **Personnel:** this covers all people engaged in the service provision and/or work performance, regardless of their relationship with the Supplier, contractors or subcontractors.

3. VALIDITY AND PRIORITY OF CONTRACT DOCUMENTATION

Without prejudice to point 1 of these General Conditions of Contract, if the Order contradicts the other documents binding the relationship and there is no agreement between the parties on the matter discussed, the following order of priority shall apply:

- **Award Letter**
- **Particular Conditions**
- **Technical Specifications**
- **General Conditions**
- **RFQ:**
- **Clarifications made by the Supplier in writing after submitting a bid and accepted by TECAM GROUP**
- **Bid**



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

All the above-mentioned documents are mutually complementary so that matters agreed on and stipulated in them constitute the content of the relationship between the parties, which must be interpreted according to the integration of all the documents that comprise it.

The same order of priority as indicated in this stipulation shall apply if there is a discrepancy between the documents that comprise the relationship with the Supplier.

One way of minimising contractual uncertainty is via the Award Letter, duly signed by the Supplier where required, when it is understood that compliance with the agreed-on matters is demandable of both parties, without prejudice to any agreements they may reach in relation to successive Orders.

4. OBLIGATIONS AND RESPONSIBILITIES OF THE SUPPLIER

- The Supplier undertakes to provide the service and/or perform the work pursuant to the Order and the applicable laws and regulations.
- The Supplier shall provide the service and/or perform the work diligently, professionally and carefully, pursuant to the good practices of companies with proven expertise and sector renown, following the applicable procedures, conditions and specifications, considering the nature of the service and/or work.
- The Supplier must comply with all applicable provisions in force at all times, particularly labour, social security and tax-related provisions and those concerning the environment and OHS and must be able to prove compliance in the time and form established by TECAM GROUP. Similarly, and concerning the activities the Supplier undertakes at TECAM GROUP work centres and facilities, it must comply with the matters established in TECAM GROUP regulations and internal practices and particularly those concerning drug and alcohol consumption. The Supplier must also comply with the TECAM GROUP regulations and internal practices applicable as a result of the specific works or services contracted, even when completed in the Supplier's facilities.
- Similarly, the Supplier states that it complies with and will throughout the term of the Order comply with applicable sanction laws and in all cases the laws on sanctions applicable to TECAM GROUP, stating that, as far as it knows, neither the companies in its business group nor any subcontractors, employees, executives and/or agents thereof (i.e., "Related Parties") have been the object of sanctions.
- For the purposes of this document 'sanctions' is understood to mean commercial, financial or diplomatic measures adopted by States, supranational unions or international organisations in relation to a country or nationals from that country in order to maintain or re-establish peace or international security or to pressure an individual, corporation or State to comply with its international obligations. Without limit, 'sanctions' shall be understood to include the restrictive measures agreed on by the European Council and the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury.
- In the event of noncompliance with sanction laws by the Supplier or any of its Related Parties, the Supplier must immediately notify TECAM GROUP of the noncompliance, specifying its scope and, where applicable, the measures anticipated to fix it.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

5. BUSINESS RESPONSIBILITY

- The Supplier must respect the internationally recognised human rights that cover at least the rights listed in the International Bill of Human Rights and the principles concerning fundamental rights established in the International Labour Organization in relation to fundamental principles and rights in the workplace. It must also comply with all provisions concerning ethical behaviour and respect for human rights covered under the TECAM GROUP's regulations and internal practices; specifically, it must accept and comply with the action guidelines that TECAM GROUP expects of its suppliers and which are shown in the "Suppliers' Code of Ethics and Conduct". TECAM GROUP reserves the right to establish checks on the abovementioned code that require the Supplier's participation. Similarly, the Supplier must implement the corrective actions that TECAM GROUP flags as a result of its checks.

- Supplier-TECAM GROUP relations have a commercial nature. The Supplier shall act as an independent businessperson in service provision/work performance and shall be fully responsible for the organisation of its company, its human and material resources and the selection and supervision of its personnel, exercising the power of management in accordance with the laws and regulations in force.

The Supplier shall appoint, from within its organisation, one or several Managers for any matter related to the service provision and/or work performance and shall notify the respective TECAM GROUP Coordinator of this appointment.

- Throughout the service provision and/or work performance, the Supplier shall be responsible for seeking from TECAM GROUP the supplementary information required, notifying the company of any difficulties found in the provision and/or performance and undertaking the actions needed for compliance with the obligations assumed under its terms.

In this regard, the Supplier must examine and find the defects, discrepancies and errors in any documentation, specifications or plans that TECAM GROUP may issue and state that it knows the features of the land and weather and water conditions of the place where the work shall be performed or the service provided, assuming responsibility thereof.

- The Supplier shall provide the material resources needed for correct service provision and/or work performance, without prejudice to TECAM GROUP being able to provide any equipment and materials of its own when necessary to ensure correct provision/performance, without this affecting the assumed obligations.
- The Supplier must deliver all the documentation required by TECAM GROUP in the Order in due time, form and amount, along with any other information or document of any type necessary in accordance with the laws in force on service provisions and/or work performance. The documentation must be previously signed by the Supplier by way of acceptance. TECAM GROUP reserves the right to check the veracity of the documentation and information provided by the Supplier at its facilities or where TECAM GROUP indicates or asks, with the Supplier facilitating access to this place.

Documentation checks do not make the Supplier any less responsible.

- Ensure that all the materials and goods employed in the service provision and/or work performance (i) are appropriate for the purpose for which they will be used, (ii) comply with the applicable regulations, particularly the necessary safety and environmental requirements, (iii) ensure there is no restriction on the Supplier or the materials and goods concerning use in service provisions and/or work performance for TECAM GROUP.

Has the intellectual and industrial property rights needed for the service provision and/or work performance or, where applicable, the suitable licences for them, being responsible for the expenses and costs arising therefrom.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:	Doc. No.:	Contract No.:
------------------	------------------	----------------------

- The Supplier is responsible and shall pay for the maintenance, conservation, handling and transportation of any equipment or material used in the service provision and/or work performance, including those provided by TECAM GROUP to implement the Order through to when they are returned to TECAM GROUP, covering, where applicable, the risk for loss or deterioration of equipment or material.
- The Supplier shall be responsible for the risks of loss of contracted work or objects of the Order through to Provisional Acceptance.
- The Supplier shall build, provide and maintain, at its cost, temporary installations and ancillary buildings to be used as offices, storage areas and/or workshops and other buildings needed to implement the Order, which must be located inside the TECAM GROUP facilities. In any case, these buildings must be in areas designated by TECAM GROUP.

All the elements mentioned above shall be removed by the Supplier as quickly as possible when no longer needed and in all cases within fifteen (15) days from the end of the service provision and/or work performance, restoring affected land and installations to the situation they were in prior to the start of the provision and/or performance.

After then, TECAM GROUP may implement the restoration, with the Supplier meeting the expenses and paying compensation for damage caused.

- The Supplier shall compensate and hold TECAM GROUP harmless from any damage, cost or loss, including legal defence expenses it may directly or indirectly incur arising from any inaccuracy, omission or lack of truth in its statements and/or Order implementation and in particular those relating to breach of applicable regulations, copyright breaches, breach of confidentiality obligations, damage to property or injury and administrative, labour or other sanctions.
- In cases where the condition of Supplier is held by a joint venture, owners' association or any other entity without its own legal status distinct from that of its members, any responsibility that could arise from the Order with regards TECAM GROUP shall be jointly held by the comprising parties so that TECAM GROUP can address, indistinctly and individually, any of them to demand complete compliance with all the obligations or responsibilities arising from the Order, without prejudice to it also being able to address the mutual operational fund and the income from these entities arising from their activity and which is deposited in bank accounts in their name.

In cases where the condition of Supplier is held by an economic interest grouping, partnership or any other entity without its own legal status distinct from that of its members in which the parties that comprise it must answer in an unlimited fashion for common debts, any responsibility that could arise from the Order with regards TECAM GROUP shall be jointly held by the entity and the parties that comprise it and these latter among each other so that TECAM GROUP can address, indistinctly and individually, any of them to demand complete compliance with all the obligations or responsibilities arising from the Order, without prejudice to it also being able to address the assets or income from these entities arising from their activity and which is deposited in bank accounts in their name.

Liability to TECAM GROUP by the people comprising these types of entities, with or without legal status, shall continue after their extinguishment.

6. OCCUPATIONAL HEALTH AND SAFETY AND ACTIVITY COORDINATION

- The Supplier must comply with all current OHS provisions.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

- When the law requires a duly authorised safety manager, the Supplier must appoint a person who shall ensure compliance with all the laws in force on Occupational Health and Safety and any additional internal requirements and regulations that TECAM GROUP has implemented in this area at all times in the centres where the service is provided.
- If the Supplier provides all or part of the services at TECAM GROUP work centres while the Company or any other company or freelance worker is working there at the same time, the following shall apply:
- TECAM GROUP shall provide the Supplier, before the start of the service provision and/or work performance, with enough information in writing on the risks inherent to the work centre where the service is to be provided or the work is to be performed which could impact the Supplier's activities, providing the necessary instructions to prevent the risks at the work centre which could affect the personnel and the measures to take when an emergency situation occurs.
- The Supplier shall take this information into consideration when evaluating the risks inherent to its activity and planning its prevention activity and shall follow the instructions and orders provided by TECAM GROUP with regards risk prevention.
- The Supplier shall provide TECAM GROUP and any other company or freelance worker working in the TECAM GROUP facilities, prior to the service provision and/or work performance, with enough information in writing on the specific risks of the activities it is going to perform and which may affect them and in particular risks that may be aggravated or modified because of a concurrence of activities in the work centre.
- After receiving the information referred to above, TECAM GROUP shall give the Supplier instructions to prevent the risks at the work centre which could affect its personnel and the measures that must apply in the case of an emergency.

7. OBLIGATIONS AND RESPONSIBILITIES OF TECAM GROUP

- TECAM GROUP undertakes to pay for the services and works implemented according to the prices and conditions stipulated in the Order.
- TECAM GROUP shall appoint a Coordinator to handle any matters related with the service provision and/or work performance.
- TECAM GROUP undertakes to supply the documentation and means and/or material that may correspond to it in accordance with the Order.

8. ORDER IMPLEMENTATION PLACE AND TIME

- The service and/or work shall be implemented in the place, time, quality and form established in the Order, with the deadlines considered to be fixed.
- When the service and/or work provided and/or performed makes it necessary, they shall be provided and/or performed in both TECAM GROUP centres and those of the suppliers and end customers. Access to them, the logging of entries and exits, the safety system of the premises, timetables, etc., are subject to the "access control system" established for this purpose by TECAM GROUP, without prejudice to the Supplier's management power regarding personnel, to which end the Supplier will communicate the data of the personnel needed to facilitate



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

access to them, duly informing these personnel of the assignment of their data to TECAM GROUP and obtaining their consent in all cases. The Supplier shall hold TECAM GROUP harmless from any liability arising from lack of valid and informed consent.

- Similarly, in cases where personnel must access TECAM GROUP facilities and make partial use of its computers or software, the Supplier and the personnel shall be obliged to comply with the TECAM GROUP's applicable internal regulations and temporary use of these assets and any other applicable regulations all in order to ensure confidentiality of TECAM GROUP and other group company information and their ownership of it.
- In the event of delay, the Supplier shall be in default without TECAM GROUP having to provide notice for this purpose and TECAM GROUP may apply any established penalties and claim the liabilities arising from any possible loss or damage or, where applicable, terminate the Order pursuant to clause 20.
- TECAM GROUP may change the implementation timetable and order the temporary suspension of a service and/or work by notifying the Supplier at any time, indicating the time it estimates that the service/work will be paralysed for and they shall come to an immediate halt.
- TECAM GROUP and the Supplier shall agree on the consequences that, where applicable, result from a modification to the implementation schedule or temporary service and/or work suspension under the terms and conditions and in the cases provided for above.

9. OBLIGATIONS CONCERNING INFORMATION AND ISSUE OF DOCUMENTATION

The Supplier must provide TECAM GROUP with and the latter must seek the following documentation which must be kept up to date:

- Administrative authorisations to perform the contracted activity, including registering to pay the Economic Activities Tax or, where applicable, receipt of payment of the annual amount in force.
- Certificate showing no payments are pending to Social Security, issued by the competent government body, and an express declaration that it does not benefit from any debt deferral agreement with Social Security.
- List of the personnel who shall provide the service and/or perform the work, specifying them individually by full name, professional category and type of employment contract they have with the Supplier.
- Receipts of payment of Social Security amounts, TC1 and TC2 for its personnel.
- Certificate issued by the Supplier when TECAM GROUP so requires showing payment of due personnel wages, pursuant to applicable laws and agreements.
- Copy of wages receipts.
- In the case of foreign personnel, the pertinent authorisations to live and work in Spain.
- The Supplier is obliged to inform TECAM GROUP of any payment deferral and/or payment in instalments sought from Social Security.
- The Supplier must provide TECAM GROUP with a certificate proving it is up to date with its tax and other applicable obligations and in compliance with local tax regulations showing that it meets its tax duties.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

- So long as the Supplier continues to provide its services or implement works, it shall renew and issue this certificate within twelve (12) months from the start of the first issuance and subsequent renewals. If the Supplier does not submit this certificate, TECAM GROUP shall stop paying invoices until such time as the documentation is provided.
- The Supplier is obliged to inform TECAM GROUP of any payment deferral and/or payment in instalments sought from the tax office.
- No invoice shall be paid if the Supplier breaches the obligation established in the preceding paragraph, understanding that said noncompliance impedes the existence of any obligation.
- In the case of Suppliers resident in a country with a convention for the avoidance of double taxation in force with Spain, the Supplier must provide TECAM GROUP with a tax residence certificate issued by its tax authorities concerning the convention. The certificate shall be renewed each year. Failure to provide the tax residence certificate shall mean the convention provisions do not apply. The Supplier shall instead be bound by Spanish Non Resident Income Tax regulations.

10. ACCEPTANCE OF SERVICE AND/OR WORK AND WARRANTIES

a. Service acceptance

Service provision shall start on the date indicated for that purpose and run throughout the time established in the Order. Throughout the whole of the time the Order is in force, TECAM GROUP may continuously monitor the Supplier for compliance with its obligations and the SLAs. Monitoring by TECAM GROUP shall never lessen the Supplier's responsibility to provide the services.

If noncompliance with the Supplier's obligations or the SLAs is observed during the monitoring by TECAM GROUP, the Supplier shall be obliged to adopt the necessary corrective actions. Failure to adopt the corrective actions shall entitle TECAM GROUP to terminate the Order and/or contract third parties to perform the services needed and the Supplier shall meet the costs.

At the end of the service provision, the Supplier shall notify TECAM GROUP of this circumstance in order to allow the compliance check with the requirements established in the Order.

b. Work acceptance

i. Provisional Acceptance

When the works have been concluded and all the required documentation issued, if the works were performed correctly and all the installation trials and tests performed successfully, TECAM GROUP shall draft a Provisional Acceptance Certificate indicating its agreement with the terms and conditions provided for in the Order, stating that the works were truly performed, their effective start and end dates and any remarks it wishes to make. The established warranty period starts from the signing of the Provisional Acceptance Certificate. The Provisional Acceptance Certificate shall be signed by the Supplier by way of acceptance.

Before signing the Provisional Acceptance Certificate, the Supplier must provide TECAM GROUP with a complete and updated collection of all the documents relating to the work performed.

If there is any defect in the work, it shall be listed on the 'pending work' list which will accompany the Provisional Acceptance Certificate and the Supplier must rectify it within the established term.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

The Supplier must redo, at its cost, any faulty work due to errors or omissions on its part. It shall also be responsible for the costs of repair, modification or replacement of the materials needed to correct these errors or omissions.

If this rectification work is not done, TECAM GROUP may perform the work itself or by contracting a third party, with the Supplier always meeting the costs.

These obligations shall also be demandable during the warranty period.

ii. Warranty period

Except where established otherwise in the Order, the warranty period for the works and, where applicable, services object of the Order shall be 12 months starting from the Provisional Acceptance. The Supplier shall be subject to the warranty period regardless of any inspections that TECAM GROUP makes during completion of the works.

The Supplier shall meet the cost of all repairs, corrections and expenses needed and which originate from faulty materials, lack of quality or any other circumstance or due to faulty or inadequate compliance by the Supplier in work performance and which appear within the warranty period. The warranty period shall be interrupted for the time spent on the respective repairs or replacements which, in turn, shall be guaranteed, starting from termination, for a further 12 months period.

iii. Definitive Acceptance

Once the warranty period has been met and so long as there are no claims from TECAM GROUP pending resolution by the Supplier, the Definitive Acceptance will take place. Upon signing the Definitive Acceptance Certificate, TECAM GROUP shall return to the Supplier the established collateral not affected in payments under its responsibility.

Once the Definitive Acceptance has been signed, the Supplier's liabilities shown in the Order shall cease, except for latent defects and other liabilities arising from the applicable regulations and commitments current at the time.

iv. Noncompliance with obligations by the Supplier

When the Supplier has not carried out the pertinent corrective actions or does not show due diligence in resolving problems, TECAM GROUP may (i) carry out the implementation and/or corrective actions itself, either directly or via third parties, charging the Supplier for the expenses and costs arising therefrom; (ii) fully or partially reject the services and/or works, requiring the return of any amounts paid, with the Supplier bearing any expenses that arise.

To recoup costs, expenses or liabilities arising from the matters covered in this clause and any other liability arising from other contractual breaches, TECAM GROUP may deduct these amounts from invoices pending payment to the Supplier, withhold outstanding payments or exercise the financial and/or bank guarantee/s. Payment or deduction of these expenses shall not relieve the Supplier from the obligations and responsibilities arising from the Order.

11. INSPECTIONS

- The Supplier must carry out its own inspections during the service provision and/or work performance to ensure that all the requirements specified in the Order are being met.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

- Together with the competent control authority, the Supplier shall inspect the goods, equipment and/or material used in Order implementation subject to legal requirements (technical, safety, environmental, etc.,) and/or as specified in the Order.
- Throughout the whole of the time the Order is in force, TECAM GROUP may continuously monitor the Supplier for compliance with its obligations and the SLAs.
- TECAM GROUP reserves the right to inspect the materials and goods employed in the Order implementation, both at the Supplier's facilities and those of its subcontractors. The Supplier must put this circumstance in writing for its subcontractors. To that end, TECAM GROUP shall appoint inspectors who shall have free access to the Supplier's shop floors and processes.
- TECAM GROUP reserves the right to check the veracity of the documentation and information provided by the Supplier at its facilities or where TECAM GROUP indicates or asks. To that end, TECAM GROUP shall appoint inspectors who shall have free access to the supporting documentation.
- No power of inspection awarded to TECAM GROUP shall lessen the Supplier's responsibility.

12. ENVIRONMENT

Considering the nature of the service or work:

- The Supplier shall at all times comply with the environmental provisions in force (European, Spanish, regional or local) or which may be laid down during the service provision and/or work performance, as well as TECAM GROUP's specific safety and environmental regulations.
- The Supplier undertakes to ensure that all personnel contribute to good waste management and actively engage in the implementation of energy saving measures. It shall also disseminate and ensure its personnel comply with any information provided by TECAM GROUP.
- In providing services and implementing works, the Supplier undertakes to foster and make sure its personnel comply with any information TECAM GROUP provides in relation to:
 - a. implementation of energy-saving measures
 - b. reduction of waste generation
 - c. correct waste segregation and management in line with the laws in force.
- The Supplier states that it knows:
 - a. The risks or possible environmental impacts or damage that may arise from the services and/or works performed by the Supplier for the existing natural resources and these resources' services.
 - b. To that end, the Supplier shall have implemented procedures to identify, assess, record and control the environmental risks that may arise from the services and/or works it provides and/or performs, adopting the necessary prevention measures. TECAM GROUP may check and inspect these procedures at any time, along with the prevention measures adopted and, where applicable, require the Supplier to implement an Environmental Monitoring Plan which includes these procedures and measures.
- When there is any incident or circumstance that could have an environmental impact, the Supplier must:



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:	Doc. No.:	Contract No.:
------------------	------------------	----------------------

- a. State any environmental circumstance or incident it has observed and not hide the facts, circumstances or consequences of this nature, all without prejudice to its legal duty to report the incident to the relevant government body.
- b. Adopt without delay the measures needed to prevent or mitigate any environmental impact, informing TECAM GROUP of this.
- o TECAM GROUP shall have right of recourse against the Supplier, being able to lodge claims against it, fully or in the part which corresponds, where applicable, when as a result of the service provided and/or work performed:
 - 1. The competent authorities impose an administrative penalty on TECAM GROUP and/or
 - 2. TECAM GROUP must pay compensation for third-party damage (both to individuals and as required by the government) and the cost of the prevention, avoidance and repair measures required by the competent authorities.

To this end, TECAM GROUP may offset these amounts with the amounts of invoices pending payment to the Supplier, withhold pending payments or exercise the financial and/or bank guarantee/s. Payment or deduction of these expenses shall not relieve the Supplier from the obligations and responsibilities arising from the Order.

In the cases indicated, TECAM GROUP may also demand the Supplier assumes its legal defence and costs.

- 3. The TECAM GROUP facilities where the service is to be provided and/or the work performed, the existing natural resources and the services of said resources.

13. PRICE, TAXES AND OTHER FINANCIAL OBLIGATIONS

- o The prices shown in the Order are fixed and non-reviewable, except where expressly indicated otherwise.
- o When the Order provides for advance payments into an account, these payments shall be made against the issuance of a guarantee on first demand for the same amount as the advance payment, in accordance with the guarantee model shown in Annex I, issued by the bank admitted by TECAM GROUP. In any case, the advance must be invoiced by the Supplier in the terms and conditions established under the regulations in force.
- o Payment of the price shall not involve any waiver of the rights that could correspond to TECAM GROUP nor its agreement with the service and/or work performed.
- o All taxes of the nature that could now or in the future apply to the service provision and/or work performance shall be met and paid for by the legally responsible party.

14. PAYMENT METHOD AND TERM

- o All payments must be settled at 60 calendar days from the invoice date, on the payment dates established by TECAM GROUP or the next work day (if the date falls on a weekend or bank holiday). The invoice will be issued upon acceptance of the service and/or work that is the object of the Order. Submittal by the Supplier of the corresponding invoice will be an essential requirement for payment, along with delivery to TECAM GROUP of documents showing the service provision and/or work performance pursuant to the conditions set out in the Order.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

- The Supplier shall seek from TECAM GROUP the Order number, Project code and budgetary account code concerning the awarded headings in order to include them on the invoice, along with whatever communications it has with TECAM GROUP as a result of the Order.
- Unless expressly provided for otherwise in the Particular Conditions or Order, the payment method shall be by bank transfer.
- Payments shall be made in euro, except if another currency has been expressly agreed on in the Order.

15. COLLATERAL AND OTHER FORMS OF GUARANTEE

Considering the features of the service provision and/or work performance, TECAM GROUP may seek the following guarantees:

- Guarantees
 - *Collateral for advance payments into account*: to be provided by the Supplier in the event of advance payments by TECAM GROUP. The collateral amount shall be equal to the advance payment amount. This guarantee shall be established using the collateral model in Annex I and will be progressively reduced as the advance payment amount is depleted.
 - *Guarantee of faithful compliance*: this shall be established by the Supplier to ensure compliance with all of its obligations according to the Order and the responsibilities arising therefrom, from the moment of the Award Letter through to provisional Order acceptance. If the guarantee has a maturity date earlier than the acceptance date (provisional acceptance), the Supplier shall be obliged to extend it with one month's notice before the guarantee matures. This guarantee shall be established using the guarantee model in Annex IIA.
 - *Security guarantee*: this shall be established by the Supplier to ensure the performance of the goods and equipment supplied in accordance with the requirements defined in the Order and the responsibilities arising therefrom, from provisional acceptance through to the expiration of the warranty period. If the guarantee has a maturity date earlier than the warranty period expiration, the Supplier shall be obliged to extend it with one month's notice before the guarantee matures. This guarantee shall be established using the guarantee model in Annex IIB.
 - It may or may not be required by TECAM GROUP in the RFQ conditions. This guarantee shall be established using the guarantee model in Annex III.
- Withholdings by way of guarantee
 - Without prejudice to other withholdings provided for in these General Conditions, the withholding of amounts of each invoice by way of guarantee shall be established in the Order.
 - The withholdings referred to in this section shall be upheld, where applicable, so long as the term anticipated for the maturity of the warranty period is not reached.
- The Supplier undertakes to keep the guarantee in force throughout the entire Order time and warranty period. Breach of this obligation, as well as failure to renew or extend it in time, shall entitle TECAM GROUP to exercise the guarantee for the totality of its amount, the guarantee that this represents for withholding the



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

abovementioned amount in line with the guarantee of compliance of the guaranteed obligations replacing it from this time on.

16. INSURANCE

Without prejudice to its responsibility under the Order and without this clause limiting it, the Supplier shall sign and keep in force at its cost and responsibility at all times during the service provision and/or work performance, and with companies of recognised creditworthiness, the insurance policies described below, which shall never be less than the mandatory ones according to the laws in force.

- Accidents at work and occupational diseases insurance for its employees assigned to the service provision and/or work performance, in accordance with the laws in force, including the laws of the country of origin of expatriate employees.
- Business civil liability insurance, including among others employer, product and post-work civil liability, professional, pollution and cross-contamination, with a limit to be established in euro per claim in the Particular Conditions and which, at a minimum, shall be the standard amounts featured in Annex IV. This insurance shall include, within the limit and scope of the liabilities assumed in the Order, TECAM GROUP as an additional insured party, without losing its third-party status.
- Environmental liability insurance with a limit to be established in euro per claim in the Particular Conditions and which, at a minimum, shall be the standard amounts featured in Annex IV.
- If leased goods or equipment are to be used, damage insurance for them or for those that are the property of the Supplier, with a limit no less than their replacement value.
- If automobiles must be used in the service provision and/or work performance, compulsory car and/or passenger insurance as well as vicarious automobile liability insurance with a limit to be established in euro per claim in the Particular Conditions and which, at a minimum, shall be the standard amounts featured in Annex IV.
- Regardless of the above, the Supplier may sign the insurance add-ons it considers necessary for the full coverage of its liabilities according to the Order.
- Before starting the service provision and/or work performance, the Supplier shall supply TECAM GROUP with a certificate of the policies taken out. This certificate shall be included in the Order as an Annex. Failure to provide the certificate shall entitle TECAM GROUP to terminate the Order for reasons attributable to the Supplier.
- TECAM GROUP may at any time ask the Supplier to provide the original or legitimated copies of the policies it has taken out, as well as receipts or justifications of being up to date with its premium payments. The Supplier must provide all of this within a deadline of fifteen (15) days maximum.
- The Supplier shall inform TECAM GROUP in writing of any incident impacting the term and conditions of the policies taken out.
- The Supplier shall keep the insurance policies in force through to the expiration of the warranty period.
- In any case, TECAM GROUP shall never be held responsible for the limits, deductions or limitations in the conditioning of the Supplier's policies.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

- A clause renouncing the right to subrogate insurance companies against TECAM GROUP shall be included in all the policies referred to in clause 16.1.
- The Supplier shall, under its exclusive responsibility, require authorised subcontractors to uphold the same liabilities and insurance policies as required of the Supplier. This shall not exonerate the Supplier from its liability to TECAM GROUP.
- These policies will take precedence over any other TECAM GROUP policy.
- As soon as either party knows of any circumstance which could give rise to a claim against the insurance policies mentioned in this clause it shall notify the other party of the incident and report it to the pertinent insurance company. Each party shall provide the assistance that may be needed for the notification, preparation, negotiation or settlement of incidents.

17. PENALTIES FOR NONCOMPLIANCE

- The penalties for noncompliance by the Supplier or noncompliance with the agreed-on SLAs shall be bound by the matters established in the Order, shall in all cases be criminal in nature and are fully independent of the existence or otherwise of damage.
- In any case, penalties shall be applied without prejudice to TECAM GROUP's right to demand compliance with the Order and/or reimbursement for damage caused.
- TECAM GROUP may, where applicable, deduct any applicable penalties from invoices pending payment to the Supplier or may implement the guarantees, without prejudice to other means to make them effective.
- Payment or deduction of these penalties shall not relieve the Supplier from the obligations and responsibilities arising from the Order.

18. SUBCONTRACTING

- The Supplier may not either fully or partially subcontract Order implementation without prior written consent from TECAM GROUP. This obligation is also incumbent on authorised subcontractors. In the event of not having authorisation, the character and status of authorised subcontractor will not be recognised for any purpose and shall be a cause for termination of the Contract.
- If building works are contracted, the Supplier may only use subcontractors that meet the circumstances set forth in Act 32/2006 on Subcontracting in the Building Sector and its implementing regulations.
- In any case, subcontracting shall not give rise to any contractual relationship between TECAM GROUP and the subcontractors. Subcontracting shall not relieve the Supplier from any of its contractual responsibilities or obligations and it shall be liable to TECAM GROUP for any acts, faults or negligence by any of the subcontractors or their agents or personnel.
- The Supplier is directly liable to TECAM GROUP for compliance by its subcontractors, authorised or otherwise, pursuant to these General Conditions and shall hold TECAM GROUP harmless from any noncompliance.
- The Supplier shall obtain an express waiver from taking the direct action against TECAM GROUP provided for under article 1597 of the Spanish Civil Code.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

- The Supplier shall demand all the obligations and responsibilities referred to in these General Conditions from its authorised Subcontractors and, if so asked by TECAM GROUP, must prove their compliance.

19. ORDER AND RECEIVABLES ASSIGNMENT

- The Supplier may not fully or partially assign the Order or any of the obligations arising therefrom without TECAM GROUP's prior consent.
- The Supplier may only assign receivables and pledges, sign factoring agreements for loans arising from the service provision and/or work performance or any other form of loan disposal to which it is entitled by virtue of the Order, once TECAM GROUP authorises it in writing and prior to each disposal. This authorisation shall mandatorily require the recognition and acceptance on the part of the assignor or beneficiary of the related pledge or act of disposal which shall also be applicable by TECAM GROUP to each and every one of the personal exceptions and any others arising from the Order which can be exercised against the Supplier.

In particular, the assignor shall be paid only when there are no debts that can be offset by the Supplier or embargos prior to the payment maturity date.

20. ORDER TERMINATION

a. Order termination due to noncompliance

Either party may terminate the Order in the event of noncompliance by the other of any of the obligations established in the Order. Particularly, and in addition to the causes established by law, the following shall, by way of example only and not limited to this, be cause for TECAM GROUP to terminate:

- i. Serious inaccuracies in the information provided by the Supplier, whether concerning its business organisation, compliance with sanction laws, ability to implement the Order or any other aspect related to the service provision and/or work performance.
- ii. Failure to implement the services and/or works covered by the Order in due time or other established conditions, or faulty completion not in compliance with the agreed-on warranties or other Order aspects.
- iii. When for causes attributable to the Supplier the services and/or works are suspended, paralysed, not continued or do not show due diligence in completion, even when due to strikes or conflicts regardless of whether or not they exceed the sphere of the Supplier's business.
- iv. Noncompliance by the Supplier of these General Conditions or the documents that form part of the Order.
- v. Failure to deliver all of the pertinent documentation listed and/or arising from the service provision and/or work performance on time.
- vi. Not providing to TECAM GROUP when asked the employment and tax documentation referred to in 9.1 and 9.2 of these General Conditions of Contract.
- vii. Noncompliance with occupational health and safety, environmental (including waste laws) and any other applicable regulations.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

- viii. Noncompliance with confidentiality obligations or breach of third-party intellectual or industrial property rights, as well as noncompliance by the Supplier or its Subcontractors of their labour or social security obligations.
- ix. Failure to provide warranties and guarantees or failure to renew them, or their expiration for any reason prior to compliance with the guaranteed obligations.
- x. Sale or assignment by the Supplier's business or company due to inheritance or anticipated inheritance or its transformation into another legal entity without TECAM GROUP's written approval.
- xi. Assignment or subcontracting without TECAM GROUP's consent.
- xii. Noncompliance with the "Suppliers' Code of Ethics and Conduct".
- xiii. Noncompliance by the Supplier or its Related Parties with sanction laws.
In case of noncompliance, the Order shall be terminated and rendered ineffectual from the date when one party communicates its decision in this regard to the other.
- o In cases proceeding from Order termination instigated by TECAM GROUP, the latter shall adopt all or any of the following measures, in addition to any other applicable by law:
 - a) Suspend outstanding payments.
 - b) Exercise the guarantees the Supplier has established.
 - c) Withhold in lien any of the Supplier's goods or elements in TECAM GROUP's possession.

b. Order termination instigated by TECAM GROUP:

TECAM GROUP reserves the right to unilaterally render the Order ineffectual by notifying the Supplier. In this case, both parties shall mutually agree on the consequences arising from this early termination.

Neither party shall be liable to the other, in any case, for indirect and/or consequential damage, loss of profit or loss of production or contracts.

If the Order is terminated without the work having been fully completed and so long as the property does not already belong to TECAM GROUP, the latter reserves the right to seek the partially completed work from the Supplier in the state in which it is found.

Application for the declaration of insolvency in accordance with the current Bankruptcy Law will authorise TECAM GROUP to require from the Supplier, within thirty days from when it learns of the existence of the application, proof, within ten days from receiving the requirement put to it by TECAM GROUP, of the following circumstances:

- That it has a sufficient amount of the material and human resources needed to continue to complete the Order and must be able to show this.
- That it has the economic resources needed to implement the contracted works to the end and will present TECAM GROUP with a joint bank guarantee issued by a bank with offices in Spain, at first request and expressly waiving benefits of excussion, order and division in accordance with the guarantee model



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

that TECAM GROUP established at the time, for the total amount of the supplies pending delivery, or another guarantee acceptable to TECAM GROUP to guarantee compliance by the Supplier with the totality of its contractual obligations.

If the Supplier does not prove all of the circumstances referred to in this section, TECAM GROUP shall be authorised to terminate the Order, with entitlement to compensation from the Supplier for all damage the contract termination might cause.

21. FORCE MAJEURE

- Neither party shall be considered liable for noncompliance with any of their obligations arising from the Order if implementation is delayed or made impossible due to a force majeure event. Force majeure is understood to cover all events involving unforeseen circumstances or ones which, if foreseen, were inevitable and do not depend on the will of the parties or are outside of their control and cannot be avoided and make it impossible to fully or partially comply with their obligations or extremely onerous for the party affected to comply, so long as there is no mediated negligence or fault by the party concerned.
- The suspension of contractual obligations will last for as long as the event which caused the force majeure persists. The affected party must immediately make the other party aware of this within no more than 48 hours from the force majeure event occurring and make all reasonable efforts to settle the cause of the suspension in the shortest time possible.
- If the force majeure event carries on for a length of time that thwarts the service provision and/or work performance by not allowing TECAM GROUP's deadlines to be met or, in any case, carries on for more than three months, the party not affected by this situation may request Order termination with fifteen (15) days' notice.
- In no case shall a strike by any of the Supplier's personnel involved with the service provision and/or work performance excuse the Supplier from its contractual responsibilities. TECAM GROUP shall be free to suspend the Order and contract a third party to provide the affected service and/or perform the affected work, with the Supplier meeting the extra costs incurred.

22. PROTECTION OF INFORMATION

a. Protection of information

All information property of TECAM GROUP handled by the Supplier's personnel throughout Order implementation, regardless of the device on which it is stored, processed or conveyed and the format in which it is presented, must be protected by the Supplier in accordance with the matters set out in the legal and regulatory framework applicable in the country or countries concerned, regarding the location, where applicable, of the means used by the Supplier and in TECAM GROUP internal regulations to ensure its suitable security in order to guarantee confidentiality, integrity and availability.

b. Confidentiality of information and documents

All information that TECAM GROUP provides to the Supplier, regardless of its nature and the device or support of disclosure used, must be employed by the Supplier exclusively for the purpose of completing the Order, and the reproduction, distribution or public communication of the information in any form is expressly prohibited and the Supplier undertakes to return it in its entirety to TECAM GROUP or to destroy it and certify its destruction, at TECAM GROUP's discretion, once the Order has been completed and, in any case, when TECAM GROUP so asks. The Supplier shall be liable to TECAM GROUP for any undue use made of information disclosed



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

to it by the latter on the part of the Supplier's employees, clerks, representatives, subcontractors, suppliers, consultants or any other persons who may have access to the information.

In the case of confidential information received from third parties, TECAM GROUP and the Supplier undertake to inform each other and to comply with the terms and conditions of the confidentiality obligations established with third parties and must each respond at all times for any undue use which their employees or other related parties may make of the information.

The confidentiality obligations set forth in this clause shall be demandable of the Supplier for an indefinite term.

The abovementioned confidentiality obligations shall not be understood to be infringed in cases where the Supplier can prove in writing that the information received from TECAM GROUP:

- i. was lawfully in the Supplier's possession at the date when it was communicated by TECAM GROUP and as long as the information had not been directly or indirectly acquired from TECAM GROUP or third parties through a breach of confidentiality obligations;
- ii. was in the public domain on the date when TECAM GROUP communicated it to the Supplier;
- iii. entered the public domain after TECAM GROUP communicated it, with no negligence or fault on the part of the Supplier;
- iv. had been developed by the Supplier independently and without drawing on the information disclosed by TECAM GROUP;
- v. had to be revealed by virtue of a legal order, court ruling or in accordance with the rules of an administrative, economic or other type of body or entity, applicable to that specific case, a circumstance which must immediately be reported to TECAM GROUP so that it may seek the suitable legal means to prevent or limit the scope of disclosure.

c. Data Protection

Communication of data to control access and Order completion

If Order completion should require Personnel accessing TECAM GROUP facilities, the Supplier shall provide TECAM GROUP, with seven days' notice of it accessing the facilities, with the personal data identifying these Personnel so that TECAM GROUP can use the data to control the time these people access and remain in its facilities and to control accesses, management accident files at TECAM GROUP facilities and, in general, perform any actions needed for correct Order implementation.

The personal data communicated to TECAM GROUP shall be: full name, national ID document/passport, company the person works for.

The Supplier must have the relevant authorisation from the Personnel to award their data to TECAM GROUP.

The Supplier shall hold TECAM GROUP completely harmless from any claim and/or sanction imposed as a result of lack of valid and informed consent.

d. Data processing by the Processor

Throughout the service provision and/or work performance, when the Supplier has access to personal data contained in TECAM GROUP files, the Supplier shall:



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

- i. Process the personal data taken from the TECAM GROUP files in accordance with the latter's instructions and with the sole purpose of being able to provide the service and/or perform the work.
- ii. Not apply or use personal data taken from files owned by TECAM GROUP for a purpose other than that provided for in the Order and not communicate or assign the data to other individuals or corporations except in the cases provided for in the Order.
- iii. Maintain professional secrecy regarding processed data. This obligation shall extend to Personnel involved in any phase of data processing and shall continue even after the relationship between the Supplier and TECAM GROUP and between the Supplier and the Personnel end.
- iv. Delete, destroy or return to TECAM GROUP any file, along with any support or document featuring any personal data that is the object of processing, once the service and/or work has been implemented, not keeping any copy and preserving, duly blocked and for the legal time necessary, data from which liabilities in this relationship could arise, all pursuant to article 12.3 of the abovementioned Organic Law and article 22 of Royal Decree 1720/2007. In any case, no individual or corporation may know the data the Supplier preserves after the contractual relationship ends.
- v. Report to TECAM GROUP within 24 hours of the Supplier receiving any request to exercise the rights of access, rectification, erasure and/or objection to the processing of personal data stored in TECAM GROUP files and for which it is responsible on the part of the data subject.
- vi. Provide TECAM GROUP, when it so asks, for the latest audit report as referred to by articles 96 and 110 of Royal Decree 1720/2007.
- vii. Allow TECAM GROUP to conduct inspections in the Supplier's facilities where the data are processed, along with the documentation and the logistics and physical equipment, in order to check compliance by the Supplier with the obligations assumed and which are applicable by law concerning data protection. TECAM GROUP shall always conduct inspections during work hours.
- viii. Hold TECAM GROUP harmless from any complaint, damage and/or penalty imposed or resulting, whether from individuals or related administrative and/or legal bodies due to actions and/or omissions attributable to the Supplier as the data controller and/or arising from noncompliance.
- ix. Provide TECAM GROUP with reasonable aid in any requests, behests, subpoenas and any other procedures either required or convenient before administrative or legal authorities and, specifically, the Data Protection Agency.
- x. Draft an internal security document under the terms established in article 88 of RD 1720/2007 identifying the file owned by TECAM GROUP that it accesses and including the security measures applicable to processing in accordance with the instructions from TECAM GROUP and all of this when the service and/or work covered by the Order are provided by the Supplier in its own facilities.
- xi. Apply the technical and organisational measures needed to ensure the security, confidentiality and integrity of the personal data in accordance with the rules in force at all times and TECAM GROUP instructions.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

23. AUDITS

- Throughout the service provision and/or work performance, the Supplier shall be bound at all times by the TECAM GROUP's right to information.
- TECAM GROUP shall be entitled to conduct audits either directly or via third parties in relation to compliance with Order terms and conditions. TECAM GROUP shall notify the conduction of an audit with a written notice of at least 10 calendar days prior to the start of the audit. The Supplier shall facilitate audit team access to its facilities and offices and all documentation related to the Order and any action in relation thereto. Audits shall not impact the Supplier's responsibility nor exonerate it from compliance with its obligations under the Order terms and conditions. The Supplier shall conserve all of the files and documentation concerning Orders, including those relating to any obligation shown in the documents and any possible subcontracting, for a minimum period of six (6) years from the end of the contractual relationship. These files and documentation shall be available for auditing by TECAM GROUP during the abovementioned time.
- Any subcontracting carried out by the Supplier in relation to the contract and/or Orders made, shall include the express right of the audit team appointed by TECAM GROUP to conduct the audit, in accordance with the abovementioned terms and conditions.

24. COMMUNICATIONS

- All communications between the Parties concerning the Order must be put in writing or the agreed-on electronic media and in order to be binding must be signed by parties duly authorised by the sender.
- The parties agree on the validity of email as a means of communication for all questions concerning daily management of the relationship with the Supplier.
- For other questions exceeding daily management of the relationship with the Supplier, communications shall be made by a demonstrable means.
- Unless agreed otherwise, valid domicile for notification purposes shall be understood as that agreed on by the parties.

25. MODIFICATIONS

Any modification to the Order must be put in writing by the parties.

26. DISPUTE RESOLUTION

The General Conditions of Contract shall be bound by Spanish law.

- For any questions that may arise in relation to the implementation or interpretation of the General Conditions or the Order, the parties agree to submit to the Courts and Tribunals of Barcelona.



GENERAL CONDITIONS OF CONTRACT FOR SERVICES AND/OR WORKS

Revision:

Doc. No.:

Contract No.:

27. ANNEXES

- a. ANNEX I. - BANK GUARANTEE MODEL FOR PAYMENTS INTO ACCOUNT.-
- b. ANNEX II. - BANK GUARANTEE MODEL OF FAITHFUL COMPLIANCE AND GUARANTEE OF GOODS, WORKS AND/OR SERVICES.-
- c. ANNEX III. - LIST OF DEMANDABLE LIMITS ON INSURANCE ACCORDING TO PRODUCT AND/OR SERVICE.-