

## GENERAL PURCHASING CONDITIONS

### 1. Scope of application.-

These General Purchasing Conditions (GPC) set forth the terms and conditions that will apply to purchases of products or services (hereinafter, **Products**) defined in any order placed by AZOL GAS, S.L. (hereinafter, **AZOL GAS**), to any natural or legal person (hereinafter, the **Supplier**).

The GPC shall form an integral part of the Order and may be supplemented by particular conditions, provided that they are expressly agreed in writing in the Order itself; in the event of contradiction they shall prevail over the GPC.

AZOL GAS and the Supplier shall be jointly referred to as the Parties.

### 2. Orders.-

Orders issued by AZOL GAS shall always be placed in writing and may be sent to the Supplier by letter, email or any other electronic means. Telephone orders shall in no case be admitted.

The acceptance of the Order, duly stamped and signed by any authorised representative of the Supplier, must be sent to AZOL GAS within three (3) working days following submission of the Order. The Order shall be binding upon such written acceptance, in which case it will be understood that the Supplier accepts all terms of the Order, including these GPC. If the Supplier delivers the Products without the Order being accepted by AZOL GAS, the latter reserves the right to accept or reject it; in that case the Supplier will be responsible for any costs arising from the possible withdrawal or return of such Products.

It will be the responsibility of the Supplier to request AZOL GAS to provide any information necessary to define or to clarify any doubts that may arise regarding the products or services listed on the Order, so as to correctly fulfil the Order. If the Supplier informs AZOL GAS of any discrepancy, the Order shall not be made final until AZOL GAS expressly accepts such modifications in writing.

No other general sales conditions of the Supplier shall be accepted, other than those set out herein, unless they are expressly, fully or partially, accepted by AZOL GAS. Any conditions and specifications included by the Supplier in its delivery notes, invoices or other contractual documents exchanged between the Parties, which contradict the conditions expressly established in the Order, shall be null and void.

The supplier undertakes to comply with any technical specifications provided by AZOL GAS (including, but not limited to, drawings) that apply to the specific Products covered by the Order. In particular, the standard *N-CDC "Order Specifications"* shall apply to any Order concerning Products to be manufactured by the Supplier according to supplied drawings. Similarly, the standard *N-CET "Technical Specifications"* shall apply to any Orders containing Products that form part of the Supplier's *portfolio*. These standards shall be provided to the Supplier by AZOL GAS prior to contracting, as well as when and as amended from time to time. The technical specifications shall form an integral part of the Order and, in the event of any contradiction, shall prevail over these GPC.

### 3. Packaging, transport, delivery, acceptance and delays.-

Packaging and transport.- All Products supplied by the Supplier must be (i) appropriately identified when delivered so that the packages can be tracked with their accompanying delivery note; and, (ii) be suitably packaged to avoid any damage, in non-returnable packaging unless expressly agreed in writing between the Parties.

No charge for packaging will be accepted unless previously agreed upon in writing by the Parties.

Delivery notes and additional documentation.- All shipments must be accompanied by a delivery note or proof of delivery including: details of the Supplier, order number, description and quantity of the Products, and number of packages. Any other documentation that may be requested (including certificates, control ranges, etc.) must be sent by e-mail.

Delivery, deadline and delays.- The products must be delivered on the agreed upon delivery date specified in the Order, to the AZOL GAS facilities located in Vitoria, Polígono Industrial Jándiz, Landaluzea 7, unless AZOL GAS expressly indicates another delivery address to the Supplier, under Incoterm 2020 DAP conditions, for Orders contracted with European Union Suppliers, and Incoterm 2020 FCA conditions, for orders placed with Suppliers from outside the European Union, unless expressly modified in writing in the order.

The delivery deadline stated in the Order shall be final and binding for the Parties. The Products may not be delivered before the delivery date without prior written authorisation from AZOL GAS.

The Supplier is aware of the importance of timely delivery according to delivery dates determined in the Order, and that any delay in delivering the Products may result in AZOL GAS failing to meet the delivery deadlines agreed with its customers, causing substantial damage to the detriment of AZOL GAS; therefore this is an essential component of the contractual relationship between the Parties.

If at any time during the execution of the Order, the Supplier has reason to believe that deliveries cannot be made within the agreed period, the Supplier shall immediately notify AZOL GAS thereof in writing, and include the reason for the delay and the anticipated period of the delay.

Should the Supplier fail to deliver on the agreed delivery date, AZOL GAS reserves the right, without prejudice and in addition to any other right AZOL GAS may have for damages and tort, to terminate the Order; this cancellation shall neither make AZOL GAS liable to the Supplier, nor give rise to any compensation whatsoever in favour of the latter.

Transfer of ownership and risk. The ownership and risk of the Products will be transferred from the Supplier to AZOL GAS upon delivery, in accordance with the applicable Incoterm, as set out in these GPC.

The signature on the proof of delivery or on delivery note only certifies the delivery of the packages and shall not imply the provisional or final acceptance of the products and shall not be deemed to discharge the Supplier from any liability.

### 4. Defects. Product inspection and defects

The Supplier shall perform its own pre-delivery inspections of the goods to ensure that all requirements specified in the Order are met.

AZOL GAS shall not be obliged to count and verify all the parts upon delivery of the products.

Surplus deliveries. If a Product delivery is found to exceed the quantity requested in the Order, AZOL GAS reserves the right to return the Products to the Supplier, at the expense and under the responsibility of the latter, or to claim compensation from the Supplier for the storage costs of the surplus Products in question; the Supplier shall pay these costs within 15 calendar days of the date of notification of the surplus.

Partial deliveries. The partial delivery of Products must be expressly authorised in writing by AZOL GAS. Otherwise, partially delivered Products may be returned or withheld until the total delivery, and the corresponding invoice may not be issued until the delivery of the Order is totally completed.

Packaging inspection.- Once the delivery has been made, provided that the transport is at the Supplier's expense, AZOL GAS shall verify the number of packages stated on the delivery note, carry out a visual inspection so as to identify any signs of transit damage, and shall promptly notify the Supplier of any visible damage to the packaging detected; the Supplier shall assume any liability arising from such defects.

Quality sampling.- AZOL GAS will inspect a sample, at its discretion, of the delivered parts and/or, if applicable, of the delivered documentation. If no visible defects are detected in the Products, AZOL GAS will store them, provided however that storage shall neither release the Supplier from its liabilities nor imply the final acceptance thereof. If any defect is detected during quality sampling, AZOL GAS may reject the Products in their entirety and, following the corresponding notification of rejection, shall make them available to the Supplier for their removal; in this case the Supplier is under the obligation to immediately refund the price paid by AZOL GAS and to replace the Products, if applicable according to the agreement, and subsequently invoice for them.

No other requirements relating to the inspection of goods, regulated by the United Nations Convention on Contracts for the International Sale of Goods, shall apply.

Production Inspection.- AZOL GAS will also examine the Products within the framework of its normal production processes.

If the Products do not meet the provisions in the following clause (WARRANTY), AZOL GAS shall, on a quarterly basis, make available to the Supplier all defective Product units detected during the quarter in question during its production and assembly process, and the Supplier shall, under its responsibility and at its own expense, remove them from AZOL GAS premises and repair or replace them, as applicable, within a period of 7 days of the notification, to ensure that the goods supplied meet the contracted conditions. If the same defect or fault appears repeatedly in different product units from a single batch, AZOL GAS may, at its discretion make all units of that same Product available to the Supplier for their removal from AZOL GAS premises. The Supplier shall immediately refund the price paid by AZOL GAS corresponding to the returned Products. Similarly, the Supplier shall issue a new invoice for any parts that, if applicable, may have been repaired or replaced after delivery to AZOL GAS, in accordance with the invoicing conditions hereof.

Azol Gas reserves the right to correct any defects detected in the Products, either directly or indirectly through third parties, if after being notified of the defect the Supplier does not take the corresponding corrective actions within the agreed period, or if the Supplier does not show the necessary diligence while resolving the problems. In this case, the Supplier must compensate AZOL GAS for all costs and expenses associated with this correction, within 15 calendar days from the date of the notification.

In any case, the Supplier shall be responsible, for removing the defective Products as it is notified by AZOL GAS, at its own risk and expense, within a maximum period of 1 month from the notification. Should they not be removed

within this period, Azol-Gas shall be entitled to destroy them and may claim any costs associated with their destruction and recycling from the Supplier.

#### **5. Warranty**

The supplier warrants that the Products supplied under this Order (i) are suitable for the agreed use, (ii) conform to the safety requirements and technical specifications provided by AZOL GAS and the quality requirements specified in the Order, and that they comply with any applicable regulation, in accordance with the nature of the goods and/or services in question, (iii) the Products fully belong to the Supplier and are suitable for sale to third parties, and (iv) the Products are of the highest quality, are new and are free of any visible or concealed defects.

The Supplier shall be responsible for all defects in the Products as well as in the materials that are used, that may be identified by AZOL GAS during a period of 5 years following the delivery of the Products.

The Supplier will also be responsible for all damage and harm that the defective Products and/or the performance of services may have caused to AZOL GAS, its employees and/or third parties, if applicable, and will hold AZOL GAS harmless from any liability.

None of the provisions herein shall in any way limit any other rights or legal remedies or actions at law or otherwise available.

#### **6. Prices, invoicing and payment conditions.**

Price. The prices indicated in the Order are fixed and consequently cannot be modified, except by written agreement between the parties.

Prices are net and do not include value added tax.

Invoicing. The Supplier shall issue the invoice once the Products have been delivered in accordance with the applicable Incoterm.

Payments. Payments shall be made by means of a confirmed bank payment (confirming), sixty (60) calendar days after the date of the invoice, on the payment dates established by AZOL GAS (20th of each month).

The Supplier shall provide the details of the bank account to which payment is to be made; the Supplier shall in all cases be the holder of such bank account. Invoices shall only be paid if AZOL GAS is in possession of the necessary documents proving the correct receipt of the Products according to the Order. No payment shall be made for Products not included in the Order.

AZOL GAS shall be entitled to withhold payment of any amount payable to the Supplier as a consequence of pending invoices or for any other reason if there is any amount due or to become due by the Supplier to Azol Gas or to any company of the trading group to which AZOL GAS belongs

#### **7. Obligations of the Supplier. Compliance with regulations and the code of ethics.**

The Supplier guarantees that the Products have been manufactured and/or supplied in accordance with the scope, terms and conditions set out in the Order, as well as in the GPC and specific conditions; the Supplier further undertakes to fulfil all conditions of a technical, administrative, labour, legal and tax nature, and of any other nature related to the contractual relationship. The Supplier also undertakes to comply with all applicable laws and regulations of any nature in force at any given time, particularly, industry and occupational safety standards, among others, as well as the environmental legislation applicable to its activities or to the supplied products.

The Supplier acknowledges that AZOL GAS has a crime prevention policy, that consists among others, of a Code of Ethics and a crime prevention model. The code of ethics governing Azol Gas is set out on its website: <https://www.azolgas.com> and has been made available to the Supplier by AZOL GAS upon registering the Supplier in its system. AZOL GAS undertakes to notify any significant changes to the code of ethics. The Supplier undertakes to respect and fully comply with the values, ethical principles and obligations contained therein, as well as with the crime prevention measures taken by AZOL GAS. A confidential reporting channel is available to the Supplier to report and to collect information about acts that could constitute crimes. A specific Complaint Form for this purpose can be found on the aforementioned website. The Supplier shall respect the United Nations principles of protection of international human rights, elimination of forced labour and child labour, elimination of discrimination in recruitment and employment, environmental responsibility and avoidance of corruption. In this regard, the Supplier guarantees compliance with all applicable national and international laws, treaties and regulations on anti-corruption and bribery, prevention of money laundering, fraud or similar activities.

The Supplier shall comply with all occupational health and safety regulations that apply to the Order, according to current legislation. When services are provided at AZOL GAS premises as a consequence of the Order, the Supplier must follow all written or verbal health and safety instructions given by AZOL GAS, including all documents provided by Azol Gas to the Supplier relating to Business Coordination.

The obligations in this clause are essential contractual obligations.

In the event that a Supplier fails to meet the standards or repeatedly breaks the law, or fails to demonstrate that it has remedied any such breach or has taken appropriate measures to avoid it in the future, this shall be considered an essential breach of contract with AZOL GAS. Any action contrary to the code of AZOL GAS or to the commitments assumed by the Supplier in this clause may result in disqualification of the Supplier or lead to the early termination of the Order, without prejudice to any other liabilities that may apply.

#### **8. Industrial and intellectual property.**

The SUPPLIER represents and warrants that the Products supplied to AZOL GAS by virtue of any Order do not infringe any third party intellectual and industrial property rights, or any other rights of third parties recognised by any applicable regulations.

Consequently, the Supplier exempts AZOL GAS from any liability and shall, at its sole expense, defend and hold Azol Gas harmless from and against all claims filed against Azol GAS on the grounds of the lack of veracity of the previous representation, or alleging that the Products infringe any rights of a third party, and shall indemnify AZOL GAS for any losses, expenses, damages and injuries (including court costs and legal fees) incurred by AZOL GAS as a consequence of such claim.

#### **9. Insurance.**

The Supplier shall carry and maintain general civil liability insurance with a solvent insurance company covering the Company and any third-party liability arising from or related to the Products. Maintaining the insurance in force shall in no case limit the liability of the Supplier.

#### **10. Confidentiality.**

The Supplier shall treat any information and documentation provided to it in relation to AZOL GAS as confidential, and also undertakes to protect the secrecy of any designs, information, projects, models and tools to which it may have access as a result of the Order; it shall not disclose any of this information to any third party without prior written authorisation from AZOL GAS, nor use it for any purpose other than that expressly stated on the Order.

#### **11. Personal data protection**

The Supplier's personal data stated on the Order will be included in personal data files owned by and under the responsibility of AZOL GAS. This data will be processed for the sole purpose of managing the contractual relationship created by the Order. This data processing is necessary for the execution of the contract with the Supplier and so as to satisfy the legitimate interests pursued by both parties. The companies of the trading group to which AZOL GAS belongs, as well as certain third parties, such as computer system maintenance service providers, and tax and legal consultants, may have access to this data solely and exclusively for the aforementioned purposes. In such cases, AZOL GAS undertakes to ensure that this third party, as the data processor, guarantees the duty of confidentiality and the obligation to adopt all necessary security measures.

Supplier data shall be kept for the duration of the contractual relationship, as well as for the period of time required by current legislation, if applicable; the Supplier may at any time exercise its rights of access, correction, erasure, limitation, portability and opposition to the processing of its data by writing to AZOL GAS, Data Protection, Polígono Industrial Jándiz, Landaluzea 7, stating its request or application; all of the above is without prejudice to its right to file a complaint with the Spanish Data Protection Agency (AEPD).

#### **12. Termination of the Order**

In addition to any other rights in Law, AZOL GAS reserves the right to terminate the Order for any of the following reasons:

- (i) By mutual agreement between the Parties
- (ii) A breach by the Supplier of its contractual obligations, particularly those set out in section 7 above.
- (iii) The existence of serious inaccuracies in the information provided by the company, particularly with regard to quality, health and safety, environmental management systems, anti-corruption and fraud, as well as compliance with labour regulations.
- (iv) If the Supplier goes bankrupt, the filing of a payment suspension is accepted, or any other situation that could call into question the solvency of the Supplier.

For this purpose, it will be sufficient for AZOL GAS to notify the Supplier and pay the cost of the supply correctly carried out to date. The supplier shall not be entitled to the payment of any other amount as compensation.

#### **13. Applicable legislation and jurisdiction**

These GPC and the Order in general shall be governed by Spanish law.

The Parties hereby submit to the Courts and Tribunals of Vitoria and waive any jurisdiction that may correspond to them.